

2  
HOFFMAN, H. D., et. al.

WARRANTY DEED

066  
FRANKLIN FEEDER

~~0023-00~~

0023-0080-0071-00

14-(32) Texas

78

THE STATE OF TEXAS,  
County of El Paso.

Warranty deeds are not endorsed. Agreements to Convey are  
KNOW ALL MEN BY THESE PRESENTS: *provided*  
a feme sole *V 493 P205*

Harry Drew Hoffman, Phyllis Hoffman, and Paul Keller Hoffman,

of the County of El Paso, State of Texas, in consideration of the sum of  
Forty-eight and seventy-five / one hundredths (\$48.75) DOLLARS,

to them in hand paid by the United States of America,

the receipt of which is hereby acknowledged  
has been Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said  
United States of America

of the County of El Paso and State of Texas, 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 approximately one and one-half miles (1-1/2) south of the Catholic Church in the town of Socorro, El Paso County, Texas, and in the Northwest quarter (NW 1/4) Section nineteen (19), Township thirty-two (32) South, Range seven (7) east, United States Bureau of Reclamation Survey, and being also in Survey 169 of the Socorro Grant and more particularly described as follows:

Beginning at a point on the northwesterly line of said Survey 169 and from which point the northeast corner said Section nineteen (19) bears North seventy-two degrees twenty-six minutes fifteen seconds (72° 26' 15") East four thousand one hundred eighty-seven and sixty-nine (4187.69) feet and Station 135/359 on the center line of the Riverside Canal bears south sixty-six degrees twenty-two minutes (66° 22') west eighty-four and ninety-one hundredths feet (84.91); thence South thirty-three degrees thirty-two minutes forty-five seconds (33° 32' 45") East four hundred nineteen and sixty-five hundredths (419.65) feet to a point on the southeasterly line of Survey 169 and from which point the northeast corner of said Section nineteen (19) bears North sixty-six degrees forty-six minutes forty seconds (66° 46' 40") East four thousand ninety-two and eleven hundredths (4092.11) feet; and an iron pipe at the intersection of the southeasterly line of Survey 169 and the southwesterly right of way line of the Socorro-San Elizario County Road bears North sixty-two degrees twenty-two minutes (62° 22') East four hundred twenty-eight and nine tenths (428.9) feet; thence south sixty-two degrees twenty-two minutes (62° 22') west forty and twenty-one hundredths (40.21) feet to a point from which Station 142/61.4 of the Riverside Canal bears south sixty-two degrees twenty-two minutes (62° 22') West forty-three and eighty-nine hundredths (43.89) feet; thence North thirty-three degrees thirty-two minutes forty-five seconds (33° 32' 45") West four hundred twenty-two and fifty hundredths (422.50) feet to a point on the northwesterly line of Survey 169; thence North sixty-six degrees twenty-two minutes (66° 22') East forty and sixty hundredths (40.60) feet along said line to point of beginning, said tract containing thirty-nine hundredths (0.39) acres 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, its

~~heirs~~ successors and assigns forever; and they do hereby bind themselves, their, heirs, executors and administrators; to Warrant and forever Defend, all and singular, the said premises unto the said The United States of America, its

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

WITNESS our hand at El Paso, Texas, this 29<sup>th</sup> day of February, A. D. 1928.

Witnesses at Request of Grantor.

Harry Drew Hoffman

Phyllis Hoffman

By Paul Keller

Attorney in fact

Paul Keller Hoffman.

Correct as to Engineering

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME, George W. Hoadley, a Notary Public

in and for El Paso County, Texas,  
on this day personally appeared Paul Keller Hoffman, individually and as attorney in fact for Harry D. Hoffman, and Phyllis Hoffman, a feme sole, under power of attorney of record in Book 486, p. 405, Deed Records of El Paso Co. Texas,

known to me to be the person whose name 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 29th day of February A. D. 1928

George W. Hoadley,  
Notary Public.

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME, \_\_\_\_\_

in and for El Paso County, Texas,  
on this day personally appeared \_\_\_\_\_ wife of \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_\_

Certificate of Filing.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

\_\_\_\_\_, Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_\_, with its certificate of authentication, was filed for record in my office this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 192\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 192\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in the records of said County, in Volume \_\_\_\_\_ on Pages \_\_\_\_\_.

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

\_\_\_\_\_  
Clerk, County Court, El Paso County, Texas.

By \_\_\_\_\_ Deputy.

~~Harry D. Hoffman, Phyllis Hoffman~~  
and Paul Keller Hoffman

TO

The United States of America

WARRANTY DEED

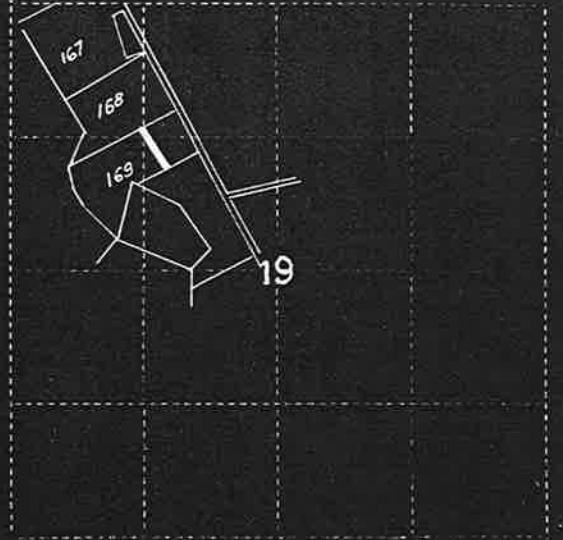
Single and Wife's Separate Acknowledgment

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ 192\_\_\_\_\_, at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M.

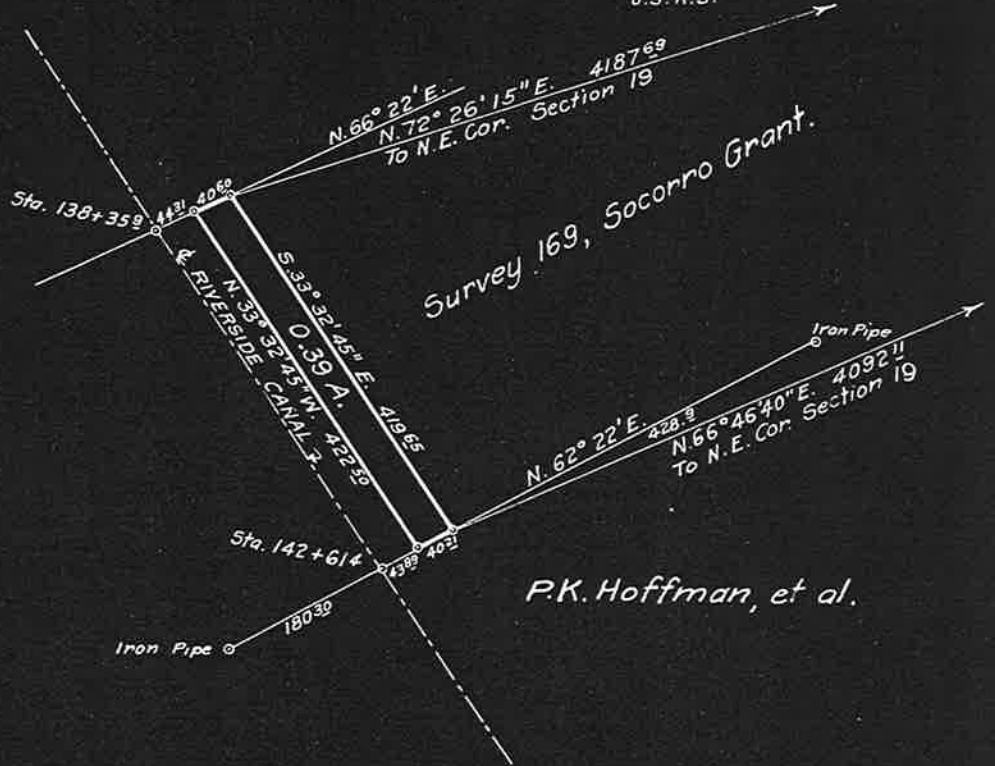
Clerk, County Court, El Paso County, Tex.

By \_\_\_\_\_ Deputy.

SCALE: 1" = 2000'



LOCATION PLAT  
S. 19 .. T. 32 S. .. R. 7 E ..  
U.S. R.S.



P.K. Hoffman, et al.

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR.  
UNITED STATES RECLAMATION SERVICE.  
RIO GRANDE PROJECT- NEW MEXICO- TEXAS

**RIVERSIDE CANAL**

RIGHT OF WAY

FIELD WORK: ..... CHECKED: C.W.H.

DRAWN: G.A. .... APPROVED: .....

3216-L-122 | EL PASO, TEX., 11-2-27

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

COMMISSIONER

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated February 24, 1928  
symbol and number 116r-179; made by Harry Drew Hoffman, Phyllis Hoffman and  
amount involved, \$ 48.75; authority No. or clearing account Paul Keller  
purpose Purchase of land Hoffman

Reference:  
Notice of execution of contract to be given Chief Engineer at Denver, Superintend-  
ent at El Paso, Texas, District Counsel at El Paso, Texas  
and

Place El Paso, Texas Date February 24, 1928

1. On this date the above-described contract was executed (or) passed, and bond, if  
any, approved (or) passed, by this office, and transmitted to district counsel for legal  
approval.  
Acting  
Project Superintendent.

Inclosures:  
Original and 3 copies of this form.  
Original and 4 copies of contract.

Place \_\_\_\_\_ Date \_\_\_\_\_

2. On this date the above-described contract, with bond, if any, was given legal  
approval by this office, and transmitted to the \_\_\_\_\_ office.  
District Counsel,

Inclosures:  
Original and 2 copies of this form.  
Original and 4 copies of contract.

Denver, Colorado, Date \_\_\_\_\_

3. On this date the above-described contract was executed, and bond, if any,  
approved by this office.  
Chief Engineer.

Denver, Colorado, Date \_\_\_\_\_

4. On this date the above-described contract, with bond, if any, was passed by this  
office and transmitted to the Washington office.  
Chief Engineer.

Inclosures:  
Original and \_\_\_\_\_ copies of this form.  
Original and \_\_\_\_\_ copies of contract.

Washington, D. C., Date \_\_\_\_\_

5. On this date the above-described contract was executed, and bond, if any,  
approved by \_\_\_\_\_  
Commissioner.

DEPARTMENT OF THE INTERIOR Returns Office UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

THIS AGREEMENT, made February 24th, 1923, 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. R. Flock, Acting Superintendent, Bureau of Reclamation, and Harry Drew Hoffman and Phyllis Hoffman and Paul Keller Hoffman, hereinafter styled the Vendor, their heirs, executors, administrators, successors, and assigns, of the County of El Paso, State of Texas, (P. O. address.)

WITNESSETH: The parties covenant and agree that, For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient (General warranty, covenant against grantor, or quitclaim), deed convey to the United States of America free of lien or incumbrance the following-described real estate which is property situated in the County of El Paso, State of Texas

to wit: A tract of land approximately one and one-half miles (1-1/2) south of the Catholic Church in the town of Socorro, El Paso County, Texas, and in the Northwest quarter (NW 1/4) Section nineteen (19), Township thirty-two (32) south, Range seven (7) east, United States Bureau of Reclamation Survey, and being also in Survey 169 of the Socorro Grant and more particularly described as follows:

Beginning at a point on the northwesterly line of said Survey 169 and from which point the northeast corner said Section nineteen (19) bears North seventy-two degrees twenty-six minutes fifteen seconds (72° 26' 15") East four thousand one hundred eighty-seven and sixty-nine (4187.69) feet and Station 136/559 on the center line of the Riverside Canal bears South sixty-six degrees twenty-two minutes (66° 22') West eighty-four and ninety-one hundredths feet (84.91); thence South thirty-three degrees thirty-two minutes forty-five seconds (33° 32' 45") East four hundred nineteen and sixty-five hundredths (419.65) feet to a point on the southeasterly line of Survey 169 and from which point the northeast corner of said Section nineteen (19) bears North sixty-six degrees forty-six minutes forty seconds (66° 46' 40") East four thousand ninety-two and eleven hundredths (4092.11) feet; and an iron pipe at the intersection of the southeasterly line of Survey 169 and the southwesterly right of way line of the Socorro-San Elisario County Road bears North sixty-two degrees twenty-two minutes (62° 22') East

Correct as to Engineering Data

Geo. W. Hoadley

four hundred twenty-eight and nine tenths (428.9) feet; thence South sixty-two degrees twenty-two minutes (62° 22') West forty and twenty-one hundredths (40.21) feet to a point from which Station 142/61.4 of the Riverside Canal bears South sixty-two degrees twenty-two minutes (62° 22') West forty-three and eighty-nine hundredths (43.89) feet; thence North thirty-three degrees thirty-two minutes forty-five seconds (33° 32' 45") West four hundred twenty-two and fifty hundredths (422.50) feet to a point on the northwesterly line of Survey 169; thence North sixty-six degrees twenty-two minutes (66° 22') East forty and sixty hundredths (40.60) feet along said line to point of beginning, said tract containing thirty-nine hundredths (0.39) acres more or less.

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

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

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

dollars (\$ **48.75** ), by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until 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 by the proper supervisory officer of the Reclamation Service, and shall termi-

nate by limitation at the expiration of <sup>3</sup> months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

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

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

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

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

Witnesses:

By L. R. Flock <sup>2/24/28</sup>  
*Acting Project Manager, U. S. R. S.*

P. O. Address

Harry Drew Hoffman  
*Vendor.*

P. O. Address

Phyllis Hoffman  
*Vendor.*

P. O. Address

By Paul Keller Hoffman  
*Attorney in fact*  
*Vendor.*

P. O. Address

P. O. Address Paul Keller Hoffman  
Texarkana, Ark.

Approved:

(Date) \_\_\_\_\_, 192

RECEIVED OF VOKIKOMFEDCWEIL



CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF TEXAS  
COUNTY OF EL PASO

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

(a) I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Paul Keller Hoffman, Attorney in fact for Harry Drew Hoffman and Phyllis Hoffman

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 he is free and voluntary act, for the uses and purposes therein set forth.

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

Given under my hand and official seal, this 24th day of February, 1928

[SEAL] Geo. W. Hoadley

My commission expires

COUNTY RECORDER'S CERTIFICATE.

STATE OF TEXAS } I hereby certify that this instrument was filed for record at my  
COUNTY OF EL PASO } office at o'clock M., 1928

and is duly recorded in Vol. 493 of DEED RECORDS

Page No. 205 of 925-84

By County Recorder. Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF Texas }  
COUNTY OF El Paso } (Execute only on Return Office copy.)

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 Harry Drew Hoffman and Phyllis Hoffman, and Paul Keller Hoffman that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Harry Drew Hoffman and Phyllis Hoffman and Paul Keller Hoffman 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.

[Signature]

Acting Superintendent, U.S.R.S.

Subscribed and sworn to before me at El Paso, Texas

[OFFICIAL SEAL] this day of February, A. D. 1928

My commission expires June 1, 1929

Geo. W. Hoadley  
Notary Public.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made **February 24, 1928**, 192 , with  
**Harry Drew Hoffman and Phyllis Hoffman and Paul Keller Hoffman**

1. State purpose for which the land is required.

**Riverside Canal**

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

**0.39 Acres out of survey No. 169 Socorro Grant**

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

**No public lands in Texas.**

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

**Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman**

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

**Owners in possession**

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

**No.**

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; also the amounts and values of the several classes of land.

**Not in cultivation but subject to cultivation**

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

**All capable of irrigations, water rights in the San Elizario Canal.**

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

**\$200.00 per acre.**

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

**This work of no benefit to the balance of the tract.**

Dated **February 25th**, 192**8**

(Signature) Geo. W. Hoadley

(Title) Junior Engineer

*In Charge of Negotiations.*

Approved:

L. B. Brock  
Acting Superintendent.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

**Rio Grande**

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made **February 24, 1923**, 192 , with  
**Harry Brew Hoffman and Myrtle Hoffman and Paul Keller Hoffman**

1. State purpose for which the land is required.

**Riverdale Canal**

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

**0.29 Acres out of survey No. 149 Secored Grant**

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

**No public lands in Texas.**

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

**Harry Brew Hoffman, Myrtle Hoffman and Paul Keller Hoffman**

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

**Owner in possession**

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

**No.**

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; also the amounts and values of the several classes of land.

**Not in cultivation but subject to cultivation**

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

**All capable of irrigations, water rights in the San  
Miguel Canal.**

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

**\$800.00 per acre.**

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

**this work of no benefit to the balance of the tract.**

Dated **February 25th**, 192

(Signature) **Geo. V. Hendley**

(Title) **Junior Engineer**

*In Charge of Negotiations.*

Approved: **L. E. Fick**  
**Acting Superintendent.**  
**Project Manager.**

STATE OF ARKANSAS )  
 )  
COUNTY OF MILLER )

BE IT REMEMBERED, That on this day, came before the undersigned, a Notary Public, in and for the county and state aforesaid, duly commissioned and acting, Phyllis Hoffman and Harry D. Hoffman, both to me personally well known to be the parties who signed the foregoing power of Attorney and stated and acknowledged to me that they had executed the said Power of Attorney for the uses, consideration and purposes therein mentioned, contained and set forth.

WITNESS my hand and seal as such Notary Public, on this 18th day of February, 1928.

(Notarial Seal, Miller  
County, Ark.)

My commission expires:

July 18, 1931.

Guy H. Lambeth,  
Notary Public, Miller Co. Arkansas.

Filed for Record Feb. 23, 1928 at 4:50 P. M. | W. D. GREET, County Clerk  
And Recorded Feb. 25, 1928 at 2:40 P. M. | By Iva Cochran, Deputy

THE STATE OF TEXAS |  
 |  
COUNTY OF EL PASO. |

I, W. D. GREET, Clerk of the County Court, of El Paso County, Texas, do hereby certify that the foregoing is a true and correct copy of the Power of Attorney, appointing Paul Keller Hoffman, agent and attorney in fact for Harry D. and Phyllis Hoffman, dated the 18th day of February, A.D. 1928, as the same appears of record in Book 488, page 403 of the Deed Records of said County.

GIVEN under my hand and seal of said court, at office in El Paso, Texas, this 27th day of Feb. A.D. 1928.

W. D. GREET,  
Clerk County Court,  
El Paso County, Texas.

By Iva Cochran  
Deputy

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry D. Hoffman and Phyllis Hoffman, two of the three children, and sole heirs at law of Daisy K. Hoffman, Deceased, both of the County of Miller and State of Arkansas, do hereby constitute, nominate and appoint Paul Keller Hoffman, the remaining child and heir at law of Daisy K. Hoffman, deceased, of the City of Texarkana, Miller County, Arkansas, our agent, and attorney in fact, for us and in our names to make sales of contracts for sales of, and / or to rent and make rent contracts for any and all of the real estate which we inherited from our Mother, Daisy K. Hoffman, deceased, which said real estate is located in the Counties of El Paso, Reeves and Midland, in the State of Texas; and for us and in our name to make, execute, acknowledge and deliver any and all sales contracts, rent contracts and deeds and other conveyances effecting any of our said property, which we inherited from Daisy K. Hoffman <sup>in</sup> / any and / or all of the aforesaid counties in the State of Texas, and to accept for us, and in our names, receipt for any moneys, resulting from the rent or sale of any of our said property in any of said counties in said state, and in general to do and perform all such other matters and things of every kind and character as may be necessary and expedient for the sale or rent of any of our said properties in any of said counties and for the purpose of carrying out the objects above mentioned; and we do hereby ratify and confirm all that he the said Paul Keller Hoffman, as our said agent, may do in said premises.

WITNESS OUR HANDS AND SEALS, at Texarkana, Arkansas, this 18th day of February, 1928.

HARRY D. HOFFMAN (SEAL)

PHYLLIS HOFFMAN (SEAL)

El Paso, Texas, April 14, 1928.

Mr. Paul Keller Hoffman,  
Texarkana, Arkansas.

Dear Mr. Hoffman:

Reference is made to your two land purchase contracts with the United States dated February 24, 1928.

Payment is being held up in these matters by reason of the condition of taxes, there being a considerable amount of unpaid taxes with reference to the tracts of land out of which the two pieces are taken.

Will you be kind enough to advise us promptly when you expect to clear up the tax situation so that we may proceed to a consummation of the two transactions and make payment thereon.

Very truly yours,

H.J.S. Devries,  
District Council.



El Paso, Texas, February 28, 1928.

Pioneer Abstract and Guarantee Title Co.,  
First National Bank Building,  
El Paso, Texas.

Gentlemen:

Will you please furnish us with a certificate of guarantee of title in favor of the United States to recover .59 of an acre of land in Survey 169 of the Socorro Grant, more particularly described in contract dated February 24, 1928, between the United States and Paul Keller Hoffman, et al.

For your convenience a blue print is enclosed herewith.

Very truly yours,

H.J.S. Davies,  
District Counsel

Enclosure:  
Blue Print.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 24, 1928, between the United States of America and Harry Drew Hoffman/<sup>Paul Keller Hoffman</sup>and Phyllis Hoffman, is required for purposes authorized by the act of June 17, 1902, (32 Stat., 399), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$49.75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

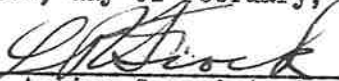
Dated at El Paso, Texas, this 24th, day of February, 1928.

L.R. Fiock  
Acting Superintendent  
Bureau of Reclamation

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 24, 1928, between the United States of America and Harry Drew Hoffman/and Phyllis Hoffman, is required for purposes authorized by the act of June 17, 1902, (32 Stat., 588), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$48.75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 24th, day of February, 1928.

  
Acting Superintendent  
Bureau of Reclamation

CERTIFICATE OF POSSESSION

.I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 24, 1928, between the United States of America and Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 25th day of February, 1928.

Geo. W. Hoadley

Junior Engineer  
Bureau of Reclamation.

12969.

AGREEMENT.

Original I 16 r 179.

DEPARTMENT OF THE INTERIOR.  
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT, NEW MEXICO, TEXAS

THIS AGREEMENT, made February 24th, 1928, 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. . Flock, Acting Superintendent, Bureau of Reclamation thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Bureau of Reclamation and Harry Drew Hoffman and Phyllis Hoffman, a feme sole, and Paul Keller Hoffman, of Texarkana, County of \_\_ State of Arkansas, hereinafter styled Vendor, their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that:

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell by good and sufficient (General warranty, covenant against grantor, or quitclaim.) deed convey to the United States of America free of lien or incumbrance the following described real estate which is \_ h \_ (Homestead, Community, Separate,) property situated in the County of \_\_ State of Texas, to wit:

A tract of land approximately one and one half miles (1 1/2) South of the Catholic Church in the town of Socorro, El Paso County, Texas, and in the Northwest quarter (NW 1/4) Section nineteen (19), Township thirty two (32) South, Range seven (7) East, United States Bureau of Reclamation Survey, and being also in Survey 169 of the Socorro Grant and more particularly described as follows:

BEGINNING at a point on the northwesterly line of said Survey 169 and from which point the northeast corner said section nineteen (19) bears North seventy two degrees twenty six minutes fifteen seconds (72° 26' 15") East four thousand one hundred eighty seven and sixty nine (4187.69) feet and Station 138/35.9 on the center line of the Riverside Canal bears South sixty six degrees twenty two minutes (66° 22') West eighty four and ninety one hundredths feet (84.91); Thence south thirty three degrees, thirty two minutes forty five seconds (33° 32' 45") East four hundred nineteen and sixty five hundredths (419.65) feet to a point on the southeasterly line of survey 169 and from which point the northeast corner of said Section nineteen (19) bears North sixty six degrees forty six minutes forty seconds (66° 46' 40") East four thousand ninety two and eleven hundredths (4092.11) feet; and an iron pipe at the intersection of the southeasterly line of Survey 169 and the southwesterly right of way line of the Socorro San Elisario County Road bears North sixty two degrees twenty two minutes (62° 22')

CORRECT AS TO  
ENGINEERING DATA  
G.W.H.

East four hundred twenty eight and nine tenths (428.9) feet;  
Thence south sixty two degrees twenty two minutes (62° 22') West forty and twenty one hundredths (40.21) feet to a point from which station 142/61.4 of the Riverside Canal bears south sixty two degrees twenty two minutes (62° 22') West forty three and eighty nine hundredths (43.89) feet; Thence North thirty three degrees thirty two minutes forty five seconds (33° 32' 45") West four hundred twenty two and fifty hundredths (422.50) feet to a point on the northwesterly line of Survey 169; Thence North sixty six degrees twenty two minutes (66° 22') East forty and sixty hundredths (40.60) feet along said line to point of beginning, said tract containing thirty nine hundredths (0.39) acre more or less.

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

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above described land and the construction, operation, and maintenance of reclamation works under said act, the sum of Forty eight and seventy five hundredths dollars (\$48.75), by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances existing against said premises may, at the option, of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, not as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until 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 by the proper supervisory officer of the Reclamation Service, and shall terminate by limitation at the expiration of 3 months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

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

