

78C

FIELDS, J. A., et. ux., Ollie S. WARRANTY DEED GREEN LATERAL

080

0043-0083-0006-00

78C

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

We, J. A. Fields and Ollie S. Fields, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of One Hundred Forty-eight and 80/100 (\$148.80) ----- 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 or supplementary thereto

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

~~in the County of~~ XXXX ~~XXX~~, 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 situated in the Town of Clint, Texas, in the Southeast quarter of the Northwest quarter (SE 1/4) of Section two (2), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, United States Reclamation Service survey, and more particularly described as follows: Beginning at a point where the center line of the Green Lateral intersects the southerly line of Main Street in the Town of Clint, Texas, and from which point the Northwest corner of said Section two (2) bears North forty (40) degrees seven (7) minutes West two thousand six hundred three and nineteen-hundredths (2603.19) feet; thence along said southerly line of Main Street North seventy-three (73) degrees fifteen (15) minutes East forty (40.0) feet to a point from which the Northwest corner of said Section two (2) bears North forty (40) degrees fifty-five (55) minutes twelve (12) seconds West two thousand six hundred nineteen and thirty-hundredths (2619.30) feet; thence South sixteen (16) degrees forty-five (45) minutes East one hundred sixty-three (163.0) feet; thence North sixty-four (64) degrees forty-seven (47) minutes West twenty-six and eighty-nine hundredths (26.89) feet; thence South seventy-three (73) degrees fifteen (15) minutes West twenty (20.0) feet; thence North sixteen (16) degrees forty-five (45) minutes West one hundred forty-five (145.0) feet to the point of beginning; said tract of land containing one hundred thirty-seven thousandths (0.137) of an acre, more or less, forty-four thousandths (0.044) of an acre of which is occupied by the Green Lateral and is the property of the United States, and the remainder, or ninety-three thousandths (0.093) of an acre, being the land herein conveyed;

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

WITNESS our hands at El Paso, Tex. this 9th day of August, A. D. 1925

Witnesses at Request of Grantor

Chas. P. Smith

J. A. Fields

Ollie S. Fields

(50-cent documentary stamp cancelled)

Correct as to Engineering Data - S. M. A.

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME, P. W. Williams

Notary Public

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

personally appeared J. A. Fields

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 Ninth day of August A. D., 1923

(SEAL) My commission expires June 1st, 1925. P. W. Williams, Notary Public, El Paso County, Tex.

THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me, P. W. Williams

Notary Public

in and for

El Paso County, Texas, on this day personally appeared Ollie S. Fields wife of J. A. Fields

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 Ollie S. Fields 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 Ninth day of August A. D., 1923

(SEAL) My commission expires June 1st, 1925. P. W. Williams, Notary Public, 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 9 day of Aug., A. D. 1923 with its certificate of authentication, was filed for record in my office this 27 day of Aug., A. D. 1923, at 2:35 o'clock P. M. and duly recorded the 31st day of Aug., A. D. 1923, at 11:11 o'clock A. M. in the records of said County, in Volume 415 on Page 174

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.

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

By A. A. Osborne, Deputy

J. A. Fields, Ollie S. Fields

TO

United States of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record Aug 27 1923 at 2:35 o'clock P. M.

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

By Geo. A. Barth, Deputy

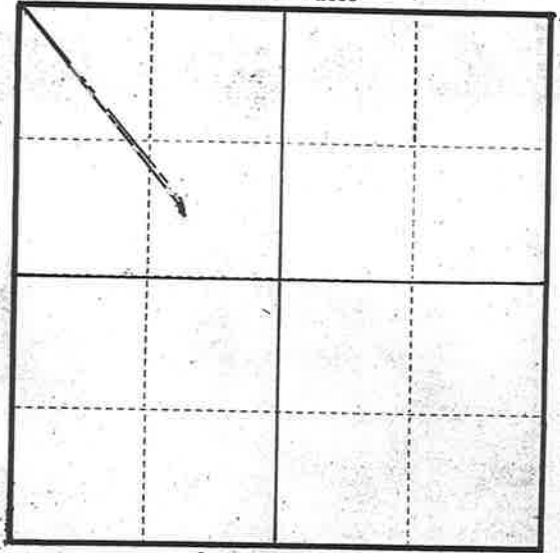
ELLIS BROS. PRINTING CO., EL PASO

4/15/174

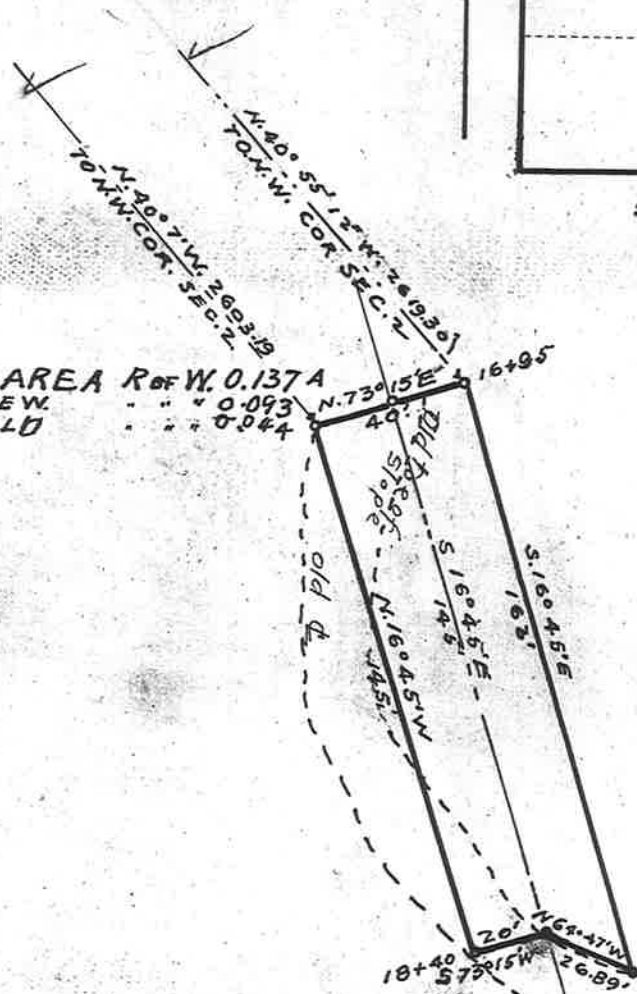
8/9/23

64767

SCALE: 1" = 2000'



LOCATION PLAT
S. 2. T. 33S. R. 7E. N.M.P.M.
U.S. R.S. SURVEY



TOTAL AREA R of W. 0.137 A
" NEW " " 0.093
" OLD " " 0.044

J.A. Fields
W.D. 8/9/23
Recorded 8/27/23
Book 415 Pg 174

SCALE: 1" = 50'

DEPARTMENT OF THE INTERIOR. UNITED STATES RECLAMATION SERVICE. RIO GRANDE PROJECT- NEW MEXICO- TEXAS EL PASO VALLEY IRRIGATION GREEN LATERAL. RIGHT OF WAY	
FIELD WORK:.....	CHECKED: G.W.H.
DRAWN: H.L.	APPROVED:.....
2419 L. 4.4	EL PASO, TEX., 2/2/23

Memorandum to accompany papers in connection with the acquisition of 0.093 of an acre of land from J. A. Field and wife under contract dated March 6, 1923, for right of way for the Green Lateral, Rio Grande Project.

Certificate of title No. 1506 issued by the Pioneer Abstract and Guarantee Title Company, shows good title, free and unencumbered, except as to all matters emanating from contracts with El Paso Valley Water Users' Association, and all taxes due El Paso County Water Improvement District No. 1. These matters are not inimical to the interests of the United States.

Also in connection with taxes for the year 1923, which are not yet payable. Inasmuch as the tax roll for the year 1923 has not yet been completed, and as the land to be acquired is but a relatively small portion of the total holdings, and as it is believed that the remaining land is of more than sufficient value to meet the 1923 taxes, it is recommended that payment of the taxes for the year 1923 be waived as a condition prior to the payment of the purchase price. (See letter Feb. 24, 1922, C.C. to D.C., El Paso; acquisition of lands, etc.)

J. H. Hamilton
Clerk

El Paso, Texas, September 5, 1923.

El Paso, Texas, August 6, 1923.

Mr. J. A. Fields,
307 Two Republics Building,
El Paso, Texas.

Dear Sir:

There is transmitted herewith for execution before a notary public by yourself and wife, warranty deed to the United States in connection with the purchase of right of way for the Green Lateral.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

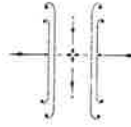


PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

W.L. TOOLEY, PRESIDENT
Z.T. WHITE, VICE-PRES.
A.G. FOSTER, SECT. & TREAS.
N.H. GILLOT, MANAGER
J.G. McNARY - J.J. MUNDY



LEGAL DEPARTMENT

W.W. TURNER
W.M.H. BURGESS
A.H. CULWELL
ROBT. L. HOLLIDAY
J.M. POLLARD

FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

August 7, 1923.

United States Reclamation Service,
El Paso, Texas.

Gentlemen:

Attention Mr. J.E. Hamilton

We are ready for you to send us the deed from J.A. Fields and wife to the U.S.A. for .095 of an acre of land in the town of Clint, El Paso County, Texas.

Very truly yours,

THE PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

By *A.G. Foster*
Secretary

ACE/EF

PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

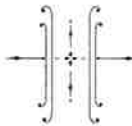
CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

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Z.T. WHITE, VICE-PREST.
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N.H. GILLOT, MANAGER
J.G. McNARY - J.J. MUNDY

LEGAL DEPARTMENT

W.W. TURNEY
WM. H. BURGESS
A.H. CULWELL
ROBT. L. HOLLIDAY
J.M. POLLARD



FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS June 5, 1923.



United States Reclamation Service,
El Paso, Texas.

Attention Mr. J. H. Hamilton

Gentlemen:-

J. A. Field received a deed from J. J. Schairer, dated April 9, 1923, for a tract of land in the town of Clint, which you desire a part for a ditch. On March 10, 1921, J. A. Field and Company, a co-partnership, executed a Deed of Trust to R. B. Redic, Trustee for J. J. Schairer, to secure the payment of 3 notes for \$500.00 each.

We will require a release of this Deed of Trust in so far as it affects the property which you are to acquire, also some explanation as to why the Company executes the Deed of Trust 2 years before a Deed was obtained for the property and then the Deed was to J. A. Field individually. When these matters have been properly attended to, we will then issue a policy on the Field tract.

Enclosed herewith, Application to be signed and returned.

Very truly,

PIONEER ABSTRACT & GUARANTEE TITLE CO.

By *A.G. Foster*

El Paso, Texas, March 10, 1923.

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

Gentlemen:

It is requested that certificate of title be furnished this office covering the tract of land described in enclosed copy of proposed deed to be executed by J. A. Fields and wife.

There is also being transmitted herewith a blueprint showing the land in question.

Upon receipt of information from you that you can furnish the desired title certificate, an executed warranty deed will be secured from the proposed Government vendors and forwarded to you for record.

Very truly yours,

J. H. Hamilton
Clerk

encl 2

El Paso, Texas, March 10, 1923.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement to sell dated March 6, 1923, between J. A. Fields and the United States.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, March 8, 1923.

Project Manager to District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated March 6, 1923.

With J. A. Fields

Estimated amount involved, \$ 148.80

Authority No. 5-42G-R2

Accompanied by bond and No bond

or Clearing Acct.

Purpose: Purchase of land for right of way for the Green Lateral

INSTRUCTIONS

Advise Project Manager at El Paso, Texas. (Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Original and 4 copies of contract
- " " 2 " possessory certificate
- " " 2 " certificate of recommendation
- " " 3 " f.l.t.
- " " 2 " Report of land agreement
- 3 blueprints

J. A. Fields
Project Manager
(Signature)

El Paso, Texas, March 8, 1923.
(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by

on March 8, 1923.

J. Hamilton
Clerk

Inclosures as follows returned to Project Manager:

Same as above, except original contract retained for recordation.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico-Texas

THIS AGREEMENT, made March 6, 1925 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 J. A. Fields,

Fields, and his wife of El Paso, County of El Paso State of Texas,

hereinafter styled Vendor, his 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 and by good and sufficient General warranty

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is separate property situated in the County of El Paso, State of Texas, to wit:

A tract of land situated in the Town of Clint, Texas, in the Southeast quarter of the Northwest quarter (SE 1/4) of Section two (2), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, United States Reclamation Service survey, and more particularly described as follows:

Beginning at a point where the center line of the Green Lateral intersects the Southerly line of Main Street in the Town of Clint, Texas, and from which point the Northwest corner of said Section two (2) bears North forty (40) degrees seven (7) minutes West two thousand six hundred three and nineteen-hundredths (2603.19) feet; thence along said Southerly line of Main Street North seventy-three (73) degrees fifteen (15) minutes East forty (40.0) feet to a point from which the Northwest corner of said Section two (2) bears North forty (40) degrees fifty-five (55) minutes twelve (12) seconds West two thousand six hundred nineteen and thirty-hundredths (2619.50) feet; thence South sixteen (16) degrees forty-five (45) minutes East one hundred sixty-three (163.0) feet; thence North sixty-four (64) degrees forty-seven (47) minutes West twenty-six and eighty-nine hundredths (26.89) feet; thence South seventy-three (73)

Correct as to Engineering Data S.M.M.

degrees fifteen (15) minutes West twenty (20.0) feet; thence North sixteen (16) degrees forty-five (45) minutes West one hundred forty-five (145.0) feet to the point of beginning; said tract of land containing one hundred thirty-seven thousandths (0.137) of an acre of land, more or less, forty-four thousandths (0.044) of an acre of which is occupied by the Green Lateral and is the property of the United States, and the remainder, or ninety-three thousandths (0.093) of an acre, being the land herein agreed to be conveyed.

~~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 **One Hundred forty-eight and 80/100**

dollars (**\$148.80**),

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 **March 6, 1923**, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **March 6, 1923**; 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-

Approved by the Reclamation Service
BOLIN 3-519

U.S. GOVERNMENT PRINTING OFFICE
1917

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

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

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

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

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

THE UNITED STATES OF AMERICA,

Witnesses:

By **L. M. Lawson**

Project Manager, U. S. R. S.

P. O. Address

J. A. Field

R. O. Address

Vendor

P. O. Address

Vendor

(P. O. Address

Vendor

Approved:

P. O. Address **307 Two Republics Bldg.**

(Date) _____, 192

El Paso, Texas.

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas
COUNTY OF El Paso

ss: 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 J. A. Fields

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.

(b) I further certify that I did examine the said ~~XXXXXXXXXX~~ 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 6th day of March, 1923.
Geo. W. Hoadley
Notary Public in and for El Paso County, Texas.
My commission expires June 1, 1925.

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed for record at my office at 11:20 o'clock AM, March 12, 1923, and is duly recorded in Vol. 416 of Books Page No. 75.
By W. D. Hoot County Recorder. Fees, \$.....

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF Texas
COUNTY OF El Paso
ss: (Execute only on Returns 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 _____, 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.

Subscribed and sworn to before me at _____, U. S. R. S.
[OFFICIAL SEAL.] this _____ day of _____, A. D. 1923. My commission expires _____

REPORT ON LAND PURCHASE CONTRACT
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT **New Mexico-Texas**

INFORMATION relating to land purchase contract made **March 6**, 192**8**, with
J. A. Fields

1. State purpose for which the land is required.

Right of way for the Green Lateral

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

0.093 of an acre in the Town of Clint, Texas, in the SE 1/4 of Section 2, T.33 S., R.7 E., N.M.P.M., United States Reclamation Service survey.

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

No public land in the State of 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.

**J. A. Fields, owner, No. 307 Two Republics Building, El Paso, El Paso County, Texas.
Clara O. Fields, his wife, No. 307 Two Republics Building, El Paso, El Paso County, Texas.**

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

Owner is in possession. There is no lease.

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

Land is not subject to right of way by virtue of any contract or agreement.

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.

Land is not under cultivation; being townsite property. There are no buildings on the land. Valued at \$1600.00 per acre.

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.

Land is not being cultivated.

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

\$1600.00 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.

No benefits will accrue to the remainder of the tract by virtue of the construction of the Green Lateral.

Dated **March 6,** 192 **3.**

(Signature) **Geo. W. Headley**

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

Approved:

L. M. Lawson
Project Manager.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from J. A. Fields in the Town of Clint, Texas, in the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section two (2), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, United States Reclamation Service survey, 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
Assistant Engineer.

El Paso, Texas, March 6, 1923.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated March 6, 1925, with J. A. Fields, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Green Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$148.80, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Project Manager.

El Paso, Texas, March 6, 1925.