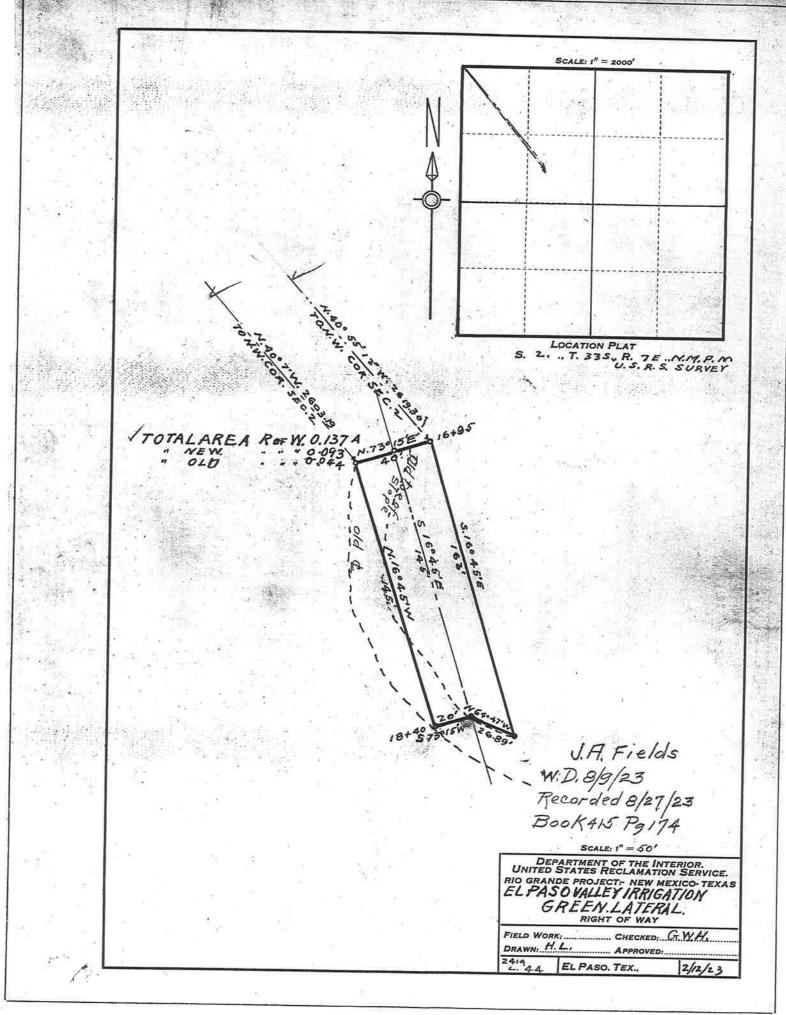
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COUNTY OF EL PASO.				
We. J. A. Fields and Ollie	S, Fields, 1	Madand and	wife,	
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Witnesses at Request of Grantor

Ollie S. Fields

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Memorandum to accompany papers in connection with the acquisition of 0.095 of an acre of land from J. A. Field and wife under contract dated March 6, 1925, 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 unnumbered, except as to all matters emanating from contracts with El Pass Valley Water Users' Association, and all taxes due El Pass County Exter Improvement District No. 1. These matters are not inimical to the interests of the United Etates.

Also in connection with taxes for the year 1925, which are not yet payable. Inammuch as the tax roll for the year 1925 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 1925 taxes, it is recommended that payment of the taxes for the year 1925 be wrived as a condition prior to the payment of the purchase price. (See letter Feb. 24, 1922, C.C. to D.C. El Paser acquisition of lands, etc.)

J. H. Hamilton Clerk

El Paso, Texas, September 5, 1925.

El Paso, Texas, August 6, 1925,

Mr. J. A. Fields, 807 Two Republics Building, RI Paso, Texas.

Dear Sir:

There is transmitted herewith for execution before a netary 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

ens l



# PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

W.L.TOOLEY, PRESIDENT Z.T.WHITE, VICE-PREST. A.G. POSTER, SECT. & TREAS. N.H. GILLOT, MANAGER J.G.M<sup>o</sup>NARY - J.J. MUNDY



LEGAL DEPARTMENT

W. W. TURNEY WM. H. BURGES 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.M. 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 CUARANTEE PITTE COMPANY

Secretary

ACF/IF



## PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

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



LEGAL DEPARTMENT
W.W.TURNEY
WM.H.BURGES
A.H.CULWELL
ROBT.L.HOLLIDAY
J.M.POLLARD

FIRST NATIONAL BANK BUILDING

ELPASO, 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 M. Jaster

El Pase, Texas, March 10, 1925.

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

enos 2

El Paso, Texas, March 10, 1923.

The County Clerk,

El Paso, Teras.

Deer Sir:

There is transmitted herewith for official record agreement to sell dated March 5, 1923, between J. A. Fields and the United States.

Very truly yours,

J. H. Hemilton Clerk

enc 1

#### 6. The office in which DEPARTMENT OF THE INTERIOR DATES.

-5. Reference should be mode to previous estrespondence of importance, especially if ions of contract was approved in advance, giving dates, staffullED, SLYLES, SECTAMATION, SERVICE

certificate submitted with the contract.

Bio Change importing the former resolution must also be shown (see paragraph 11, page 201, Volume 1 of Manual). Where it is necessary for the Covernment to perform work as a part of the consideration, an estimate of the Looken should be given above under "len(Lise) are paragraph 61, page 213, Vo(Date) of Manual. Any other biological paragraph of Manual and Proposition of Manual and Manual and

Subject: ciEorwardingdorapprovaliasistoptom, aexecution and alegal suffit. Volume 4. With ocieuch countract idated; an exiMarch he and 1852 tuber (Form :-151) or clearing account

approval on the director's and the chief engineer's copies of the contract. The original, director's, chief engineer's, and MIRP; and office Appreciate the Ligida ill then be returned by the district counsel, with three (3) ceptes of this form letter, to the project manager, who will handle the contract as provided in paragraph 0 of C. L. 909.

2. The office in which the contract originates will transmit to the district counsel, (a) the original contract, (b) the (next, Aca, g., No., pough engineer's Mo., pougram office every, and (c) district counsel's copy, of the contract. There ye combanied phylogram transmicobles district counsel, original action of the contract. There is the quantity of the last term approval on the director's and the chief engineer's copies of the contract. The original, director's chief engineer's, and approval on the director's and the chief engineer's copies of the contract. The original, director's chief engineer's, and the chief engineer's topics of the district counsel, with three (3) captes of this form letter.

Purpose : a Purchase of land for right of way for the Green Lateral. 1. This form shall be used by project managers and others duly surfnerized in transmitting to district counsel for

#### INSTRUCTIONS.

Advise Project Manager at El Paso, Texas.

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 17 Ħ 2 certificate of recommendation Ħ Ħ 3 f.l.t. 11 11 2 Report of land agreement 3 blueprints

(Signature)

El Paso, Texas, March 8, 1923.

Clerk

XXXXXXXXXXXXXXXX

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

TO PARTE

March 8, 1923. on

Inclosures as follows returned to Project Manager:

Same as above, except original contract retained for recordation.

this (c.) Printed May, 1920; ] - Lordon tree 1, when subcast pour offices, easy, graduation year for any specific termipursuant to said act of Congress free free from [OL hander of National OL and the Vender S. This agreement shall DELYBLIMENT, OL THE INTERIOR advents in its recenses and experience of the Vender of electrical fransmission in UNITED STATES RECLAMATION SERVICE said recinquistion works may at all times have threefricted access to survey for and construct reclamation works, telephone, and Rio Grande hasher courses and salew Mexico-Texas thereon undi " March !"

THIS AGREEMENT, made to the first of the good as present horneyer and took pures, and term the clobe (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by Lawson in assuming on Project Manager, United States Reclamation Service, thereunito duly authorized,

NEW STATE OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE AND THE AND THE PROPERTY OF T dollars (\$8.48)

mation works under said act, the sum of 2 2883 , County of El Paso of (F.O. address.) County of El Paso County and maintenance of recla-

hereinafter styled! Vendor, and usigns of theirs; executors, administrators, successors, and assigns of quosidn Witnessern to The parties covenant and agree that then interes ublicated parties covenant and agree that the 16.1192. 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 conditransmitting the secret of the officer acting on behalf of the United States (and in furnishing or securtions hereinafter stipulated to sell and by good and sufficients time one all way and and and and affidavits which he may be advised by the proper Coffeeel warrants covenant against granter or auticists.

deed convey to the United States of America free of lien or incumbrance the following-described real ment: Provided, That if the Vandor fails or refuses to furnish proper abstract of title within sixty days after police at (Homestead community sebarate) approach or it within such paried written request be expense, an abstract of title which shall later be extended to include any instruments subsequently grapping in the conjugate and also the recoft mit-be conveyance made parsuant to this agree-

Boutheast quarter of the Northwest quarter (SEINV) of Section two (2), Township thirty-three (33) Bouth, 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 Eputherly line of Main Street in the Town of Clint, Texas, and from which point the Horthwest 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 Hain 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 Earth forty (40) degrees fifty-five (55) minutes twelve (12) seconds West two thousand six hundred nineteen and thirty-hundredths (2619.50) feet; thence Bouth 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 (78)

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degrees fifteen (15) minutes West twenty (20.0) feet; thence Borth 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 (0.157) 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.

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consideration of the premises the Vendor further agrees upon receipt of 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. These about the found they come.

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

mation works under said act, the sum of

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THE VENDOR TIVE IN 1966

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), by U. S. Treasury warrant or fiscal officer's check. dollars (\$48.80 States, 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,

1923; except that the proper officers and agents of the United States 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 imme-

val by the proper supervisory officer of the Reclamation

nate by limitation at the expiration of twenty 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) adec no hand and official seal, this day of

In witness whereof the parties have hereto signed their names the day and year first above written. about that examination she speciates that she did common THE UNITED STATES OF AMERICA, Mituesses: I apart from her husband, and explained to ber the contents of the foregoing instrument, and

purpose that (4) I ferther certify that I did assemble the said	By L. M. Lawson
P. O. Address and the state of wagen are	Project Manager, U. S. R. S.
the focegoing instrument, appeared before me this day t	a person and acknowledges that be signed,
P. O. Address Introduction to the to perfect	housed my priest that is superification.
P. O. Addréss d' contr. 7. in the sente bronesher de percept.	iskijak pro er grejige <b>Vendor.</b> Rojera rojeta
P.O. Address Approved:	P. O. Address 30. 12 (3) The max does not telente examine.  P. O. Address 30. 12 (3) The max does not telente examine.
SERTIFICATE OF ACKI	JOWLEDGMENT.
(Date), 192	El Pago, Texas.

(Dato) assessment and the second of the seco	4 series assume not manager
CERTIFICATE OF	ACKNOWLEDGMENT.
State of the State	Strike out (b) in case the law does not require examina-
County or R1 Page	strike out (6) in case the law does not require extends tion 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 h	nereby certify that
The state of the s	222 11
who remediate personally known to me to	be the person whose namesubscribed to
	s day in person and acknowledged thathe signed,
sealed, and delivered said instrument of writing	ash 18 free and voluntary act, for the uses and
parposes therein sectoren.	<ul> <li>RESPONDED TO CONTRACTOR</li> </ul>
(b) I further certify that I did examine the	ined to her the contents of the foregoing instrument, and
	id voluntarily sign, seal, and acknowledge the same
	not wish to retract the same of year first above written.
Given; under my hand and official seal, this	6th day of <b>Repor</b> , 192 3
incorporation or company, as provided in section	ild of the act Car Ass Head (\$2 March 4, 1809 (\$5
My commission expires an ame 1. 1985.	onever: herein complete a graph and an one of or agreement a firm
or employed the Government, shall be admitted	PER'S CERTIFICATED OFFICE AND BO OFFICER, RECEIPED.
to the rather of Confaces to many secon ablushing	y certify that this instrument was filed for record at my
County or Delutago Do Dage the office at	1923
thereunder after such current year handis dal	hating the necessary appropriation for expenditures a second of the necessary appropriation for expenditures
110 When the Configuration of this Bage No.	Yol boond the current field year it is understood that
(Minister) of Market Box (1)	igned Horessee C Kock Fees, \$_
table exception continue on pr. Ale J PANI In Year	SISHIN CERES LESIATISES IN dealing with customers
STATE OF GOOD THAT THIS SOUCHER GOOD FOR ARBIT.	1 88' in t of the (Execute only on Returns Office copy.)
ACCUSAGE CANADA RIVER FOR THE TO THE COURT SPEED MADEL IN	nt, France que ca co promise don Queternides du Pincenti
I do solemnly swear (or affirm) that the c	opy of contract hereto annexed is an exact copy of a
contract made by me, personally, with	The standard and the standard for the standard of the standard
that Timeda the come fairly without any benefit	or advantage to inviell, or amouning any such benefit of
advantage corruptly to the said	, or to any other
person or persons; and that the papers accompa	my me meridied an enobe remains to the same service and the same service

required by the statute in such case made and provided.

Subscribed and sworn to before me at

mission expires .....

[OFFICIAL SEAL.]

this \_\_\_\_\_, A. D. 192 My com-

# 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 5, 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.
  - O.093 of an acre in the Town of Clint, Texas, in the SEINVI of Section 2. T.38 S., R.V E., H.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, Rl Paso. El Paso County, Texas. Clara O. Fields, his wife, No. 507 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

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

5. 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.

Geo. W. Hoadley (Signature).....

(Title) Assistant Engineer

In Charge of Negotiations.

Approved:

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 (SE2NW2) of Section two (2), Township thirty-three (53) South, Range seven (7) Hast, New Mexico Principal Meridian, United States Replamation 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. Headley Assistant Engineer.

El Paso, Texas, March 6, 1923,

## OFFISTE CARE

I HEREBY CERTIFY that the land described in the agreement dated March 6, 1925, with J. A. Fields, is required for purposes authorised by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Green Lateral. a part of the Ric Grande Project; that the consideration to be paid thorounder, \$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.