

980

NEMMAN, C. M. WARRANTY DEED ISLAND FEEDER LATERAL (101)

0023-0086-00005-00

20-(5) Texas

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents:

C. M. Newman

of the County of El Paso, State of Texas, in consideration of the sum of (\$125.00)

One Hundred Twenty-five and 00/100-----DOLLARS,

to him in hand paid by THE UNITED STATES OF AMERICA

the receipt of which is hereby acknowledged

has Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA

~~of the County of El Paso~~ ~~and~~ ~~of~~ , all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas, and in the Southeast quarter Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northeast quarter Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Section twenty-two (22) Township thirty-three South Range seven East (T33S, R7E) Bureau of Reclamation Survey, being also within Tract nine (9) Block thirty-eight (38) as shown on plat of the official re-survey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows: Beginning at a point on the line between tracts nine and ten (9&10) Block thirty-eight (38) of the said re-survey of the Mainland San Elizario Grant and from which point an iron pipe at the westerly corner of Tract nine (9) bears North sixty-six degrees thirty-eight minutes West (N66°38'W) six hundred (600.0) feet; thence North no degrees thirty-four minutes West (N0°34'W) one thousand sixty-eight and seven-tenths (1068.7) feet to a point on the line between Tracts eight (8) and nine (9), Block thirty-eight (38) of the official re-survey of the Mainland San Elizario Grant and from which point an iron pipe at the west corner of Tract nine (9) bears South thirty-two degrees fifty-six minutes West (S32°56'W) nine hundred ninety-four and six-tenths (994.6) feet; thence North thirty-two degrees fifty-six minutes East (N32°56'E) fifty-two and nine-tenths (52.9) feet to a point on the northeasterly line of said Tract nine (9) Block thirty-eight (38); thence South sixty-nine degrees twenty-six minutes East (S69°26'E) along the said northeasterly line of Tract nine (9) Block thirty-eight (38) two hundred six and five-tenths (206.5) feet; thence South no degrees two minutes East (S0°02'E) six hundred twenty and no tenths (620.0) feet; thence South eighty-nine degrees fifty-eight minutes West (S89°58'W) twenty and no tenths (20.0) feet; thence South one degree seven minutes West (S1°07'W) four hundred ninety-eight and eight-tenths (498.8) feet to a point on the line between Tracts nine (9) and ten (10) Block thirty-eight (38) of the said official re-survey of the Mainland San Elizario Grant; thence North sixty-six degrees thirty-eight minutes West (N66°38'W) along the line between said Tracts nine (9) and ten (10) Block thirty-eight (38) one hundred ninety-seven and six-tenths (197.6) feet to the point of beginning, said tract of land containing five and three-tenths (5.3) acres more or less, all as shown on Bureau of Reclamation Survey plat attached to contract dated December 6, 1930, between the grantor and grantee herein, of record at page 545, volume 10, of the records of El Paso County, Texas.

The above described tract is not and never has been claimed or used as a homestead.

WITNESSES

April

A. D. 19 31.

C. M. Newman

Witnesses at Request of Grantor

Correct as to Degr. Data. S.M.

G. M. NEWMAN

TO

THE UNITED STATES OF AMERICA

Warranty Deed

Filed for Record the 30th

day of April 19 31

at 10 o'clock and 55 minutes A.M.

W. D. Greet

Clerk, County Court, El Paso County, Texas.

By Blanche Bremen, Deputy

533/599

ELLIS BROS. PRINTING CO., EL PASO

4/13/31

By A. A. Osborne, Deputy
Clerk County Court, 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 13 day of April A. D. 19 31, with its certificate of authentication, was filed for record in my office this 30 day of April A. D. 19 31, at 10:55 o'clock A. M. and duly recorded the 4 day of May A. D. 19 31, at 11:48 o'clock A. M. in the records of said County, in Volume 533 on Pages 599

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

W. D. Greet

CLERK'S CERTIFICATE.

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 _____ 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. 19 _____

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS, }
 County of El Paso. }
 Before me _____, the undersigned,

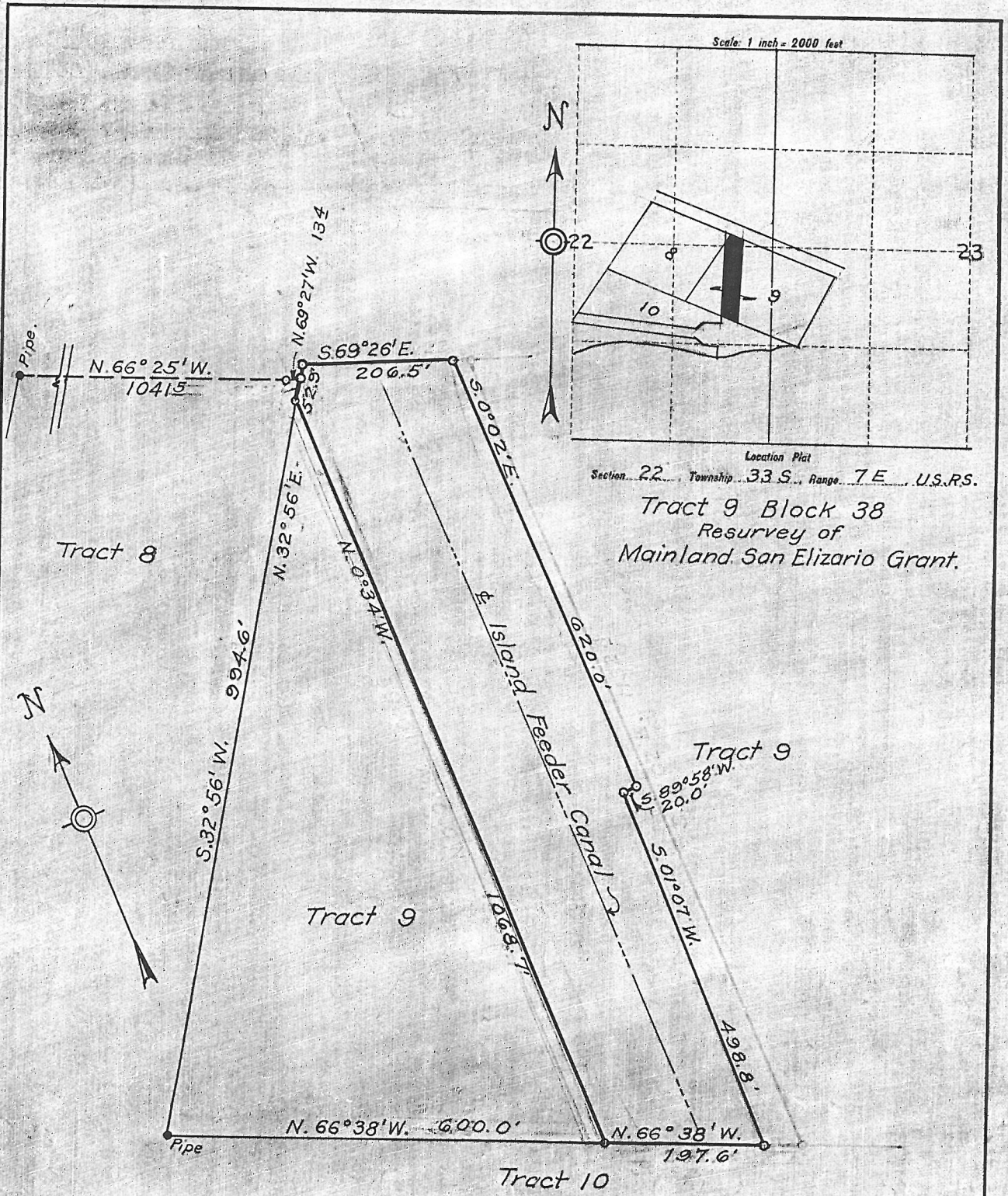
in and for El Paso County, Texas, on this day personally appeared _____ a Notary Public

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 13 day of April A. D. 19 31

Willie Metcalf
 Notary Public

SINGLE ACKNOWLEDGMENT.



C.M. Newman
"Francisco Vigil Survey"
Total Area 5.30 acres.
W.D. 4/13/31 Rec 5/4/31
BK 533 Pg 599

Island Feeder

Scale: 1" = 200'

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

~~RIVERSIDE CANAL &
INTERCEPTING DRAIN~~
RIGHT OF WAY

FIELD WORK: _____ CHECKED: G. W. H. ✓

DRAWN: G.A. APPROVED: _____

3216-L-122 EL PASO, TEXAS 10/20/30

El Paso, Texas, May 8, 1931.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title - Land Described in Contract dated December 6, 1930, with C. M. Newman; Area, 5.3 acres; Consideration, \$125.00; for Island Feeder Canal and Riverside Canal and Intercepting Drain - Rio Grande Project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated April 13, 1931, from C. M. Newman to the United States and by certificate of guarantee of title of the New York Title & Mortgage Company of Texas, No. 1040, issued through the Pioneer Abstract & Guarantee Title Company of El Paso, Texas, dated April 30, 1931.

2. All taxes assessed up to and including the year 1930 appear to have been paid and while taxes in Texas become a lien as of the first of the taxable year, the taxing officials of Texas have not made levies or assessments for the year 1931 and consequently taxes for the year 1931 have not attached to the property acquired by the United States.

3. The consideration named in the contract is \$125.00. As there are no deductions to be made therefrom, the said sum may be paid to the contractor, Mr. C. M. Newman, c/o Newman Investment Co., 116 N. Stanton St., El Paso, Texas.

4. The original and two copies of the recorded deed and the original of the certificate of guarantee of title are transmitted herewith.

- - -

H. J. S. Devries

cc - Commissioner
C. E., Denver

El Paso, Texas, March 7, 1931.

Newman Investment Company,
116 W. Stanton St.,
El Paso, Texas.

Attention: Mr. C. J. Mapel.

Dear Mr. Mapel:

For your information and attention we quote below a letter dated March 6, 1931, received today from the Pioneer Abstract & Guarantee Title Co.

The letter reads as follows:

"We have this day received Tax Certificate on Florencio Valdez property showing taxes for 1925 to 1929, both inclusive, aggregating \$221.94 and 1930 taxes unpaid in the amount of \$27.63. This includes the property being bought from C. M. Newman, described as part of Tract 9, Block 38 San Elizario."

Very truly yours,

H. J. S. Devries,
District Counsel.

OFFICERS
TOM B. NEWMAN
President
N. H. GILLOT
Vice-President
JAMES W. GIBB
Vice Pres. & Treas.
A. G. FOSTER
Secretary
B. E. SCHWARZBACH
Asst. Sec'y

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

March 6, 1931

DIRECTORS
A. H. CULWELL
A. G. FOSTER
JAMES W. GIBB
N. H. GILLOT
TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX

Mr. H. J. S. DeVries, District Counsel
U.S.R.S.
Toltec Building,
El Paso, Texas.

Dear Sir:

We have this day received Tax Certificate on Florencio Valdez property showing taxes for 1925 to 1929, both inclusive, aggregating \$221.94 and 1930 taxes unpaid in the amount of \$27.63. This includes the property being bought from C. M. Newman, described as *part of* Tract 9, Block 38 San Elizario.

Yours very truly,



Assistant Secretary.

BES/B

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

Feb. 28, 1931

IN REPLY PLEASE REFER TO

NO. 8215

EXAMINER BES

TO Mr. H.J.S. Devries, District Counsel
U.S.R.S.
Toltec Club Bldg., El Paso, Texas.

IN RE:

PROPERTY: 5.3 Acres Tract 9, Block 38 San Elizario Mainland, according to County Resurvey, El Paso County, Texas.

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: C.M. Newman and Florencio Valdez and wife, Florencia S. Valdez.

SUBJECT TO:

TAXES: We have not yet received Tax Certificate covering this tract of land but will advise you upon receipt thereof the condition of taxes.

PAVING: None

That portion thereof standing in the name of Florencio Valdez is subject to the Vendor's Lien retained in the deed of record in Book 511 at page 608 of the Deed Records of El Paso County, Texas, referred to in report covering application #7669.

The description of the land contracted for covers more land than the title of which remained of record in C.M. Newman and said description includes a small portion of the land conveyed by Newman to Francisco Valdez. This matter was taken up with Mr. George Hoadley today and the description of the tract of land standing of record in the name of Francisco Valdez was given to him. It will be necessary to obtain the release of the tract of land from the operation and effect of the Vendor's Lien above mentioned.

That portion of the land standing in the name of C.M. Newman is unencumbered of record with exception of taxes, if any.

Yours very truly,

P. Schwarzbach

Assistant Secretary.

BES/B

El Paso, Texas, February 17, 1931.

Pioneer Abstract & Guarantee Title Co.,
Two Republics Bldg.,
El Paso, Texas.

Gentlemen:

Will you kindly furnish certificate of guarantee of title covering land described in contract dated December 6, 1930, between C. M. Newman and the United States, involving 5.3 acres in Tract 9, Block 38, official re-survey of Mainland San Elizario Grant.

The certificate should be based upon deed which will be procured from C. M. Newman and guarantee fee simple title in the United States free and clear of liens and encumbrances.

Very truly yours,

H. J. S. Devries,
District Counsel.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 6, 1930, between The United States of America and O. H. Havman, 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 14th day of February, 1931.

Robert H. Taylor
Special Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated December 6, 1930, between The United States of America and C. M. Newman, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Island Feeder Canal, Riverside Canal and Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$125.00 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 14th day of February, 1931.

L. R. Flock
Superintendent

NEWMAN INVESTMENT COMPANY
REALTORS - INSURORS
EL PASO, TEXAS

United States Reclamation Service, December 8th,
El Paso, Texas. 1930.

Attention: Mr. Hoadley.

Gentlemen:-

Herewith contracts properly executed, Valdez and C. M. Newman, in connection with land near the Island Bridge.

We will greatly appreciate your action in preparing deeds at the earliest possible moment. The Pioneer advise us that they can proceed and complete the matter within a day after presentation of the deeds. Therefore, it is up to your Department to secure the proper instruments for execution at the earliest possible moment.

Very truly yours,

Newman Investment Company,

By:

C. J. Mapel

C. J. Mapel.

CJM/m.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Feb. Dec. 6 1930
symbol and number 116r-501; made by C. M. Newman
amount involved, \$ 125.00; authority No. _____ or clearing account _____
purpose Purchase of land
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas and _____

Place El Paso, Texas Date Feb. 14, 1931
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.

L. R. Flock, Project Superintendent.

Inclosures:

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

Place El Paso, Texas Date Feb. 17, 1931
2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande project office.

H. J. S. Devries, 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.

AWARD OF CONTRACT

(State whether to lowest bidder, or otherwise; if otherwise, reasons for rejection of lower bid or bids must be given hereon or on the abstract of bids or the bids filed herewith)

FORM OF AGREEMENT

- A. Under formal contract.
- B. Under written proposal and acceptance.
- C. Under less formal agreement _____

(State character)

CERTIFICATE

I certify that the foregoing abstract is true and correct; that the agreement was made in consequence of No. _____ of the method of advertising and in the form lettered _____ as shown above; that the articles or services covered by the agreement are necessary for the public service, and that the prices charged are just and reasonable.

(Signature of officer)

(Title)

NOTE 1.—Among the reasons which may be assigned as making competition impracticable (see No. 5 of "Method of or Absence of Advertising") are the following:

- (a) Under a formal contract for construction, there arises a necessity for additional work practicable of performance only by the contractor.
- (b) The articles wanted are patented or copyrighted and not on sale by dealers, but by the owners of the patent or copyright, or their agents or assigns alone, at a fixed and uniform price.
- (c) There is only one dealer within a practicable distance from whom the articles can be obtained.
- (d) Prices or rates are fixed by legislation, either Federal, State, or municipal; or by competent regulation.
- (e) Previous advertising for the identical purchase has been followed by the receipt of no proposals or only of such as were unreasonable, and under circumstances indicating that further advertising would not alter results.

NOTE 2.—This abstract will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the receipt or expenditure of public funds. It should be executed so far as applicable and signed by the contracting officer, and be attached to and accompany the agreement to the General Accounting Office.

NOTE 3.—Where the details of an agreement are too voluminous to adequately state them briefly in any of the spaces provided therefor in the abstract, the statement thereof may be carried to the space below or made on a separate sheet.

10-1751

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L R Flock
Superintendent

STATEMENT AND CERTIFICATE OF AWARD
ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. **116r-501**
(Contract)
Date _____, 19____

(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

(Name of contractor) Total amount, \$_____

By _____ Subject _____

Title _____ Contract period _____

Address _____ Appropriation _____

Contracting officer _____ Discount _____

Items _____

Quantity _____

Unit price(s) _____

Deliveries _____

Conditions _____

Payments _____

Deductions _____

Special requirements:

Damages, actual _____

Damages, liquidated _____

Other _____

Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and *by notices posted in public places.*
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

Island Feeder Canal, Riverside Canal and Intercepting drain

5. Without advertising, it being impracticable to secure competition because of * _____

* See NOTE 1 on reverse hereof.

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 **December 6, 1930** **1102**, with

C. M. Newman

1. State purpose for which the land is required.

Island Feeder Canal and Riverside Canal and Intercepting Drain

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

5.3 acres fully described in contract

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.

**C. M. Newman, c/o Newman Investment Company,
El Paso, 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.

United States and 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.

Yes

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
~~Rio Grande~~
IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 6th day of December, 1923, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the United States of America, hereinafter styled the United States, by ~~represented by officers representing this contract~~

~~thereof, to wit: the Chief Engineer of the Bureau of Reclamation,~~ Superintendent, Bureau of Reclamation, thereunto duly authorized,¹ and subject to the approval of the proper supervisory officer thereof, and

G.W.H. and ~~xxxxxx~~ El Paso, his wife, hereinafter styled Vendor, of ~~xxxxxx~~ El Paso, County of El Paso, State of Texas

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is is separate El Paso property, situated in the County of Texas (Homes and community, separate)

State of Texas to wit:
Part of land lying and situate in El Paso County, Texas and in the Southeast quarter Northwest quarter (SE1/4) and the Northwest quarter Southeast quarter (NW1/4) Section twenty-two (22) Township thirty-three South Range seven East (R7E) Bureau of Reclamation Survey, being also within tract nine (9) Block thirty-eight (38) as shown on plat of the official re-survey of the United San Antonio Grant as accepted by the Commissioner's Court of El Paso County, Texas, the 17th day of January, 1910, and of record in the office of the County Clerk of said County and State, being more particularly described as follows: Beginning at a point on the line between tracts nine and ten (9-10) Block thirty-eight (38) of the said re-survey of the United San Antonio Grant and from which point an iron pipe at the westerly corner of tract nine (9) bears North sixty-six degrees thirty-eight minutes East (N66°38'00") six hundred (600.0) feet; thence North no degrees thirty-four minutes East (N0°34'00") one thousand sixty-eight and seven tenths (1668.7) feet to a point on the line between tracts eight and nine (8-9) Block thirty-eight (38) of the official re-survey of the United San Antonio Grant and from which point an iron pipe at the west corner of tract nine (9) bears South thirty-two degrees fifty-six minutes East (S32°56'00") nine hundred ninety-four and six tenths (994.6) feet; thence North thirty-two degrees fifty-six minutes East (N32°56'00") fifty-two and nine tenths (52.9) feet to a

¹ Strike out clause regarding approval of supervisory officer if not applicable

Correct as to Engr. Data

point on the northeasterly line of said tract nine (9) Block thirty-eight (38); thence South sixty-nine degrees twenty-six minutes East ($869^{\circ}26'E$) along the said northeasterly line of tract nine (9) Block thirty-eight (38) two hundred six and five tenths (206.5) feet; thence South no degrees two minutes East ($90^{\circ}02'W$) six hundred twenty and no tenths (620.0) feet; thence South eighty-nine degrees fifty-eight minutes West ($89^{\circ}58'W$) twenty and no tenths (20.0) feet; thence South one degree seven minutes West ($91^{\circ}07'W$) four hundred ninety-eight and eight tenths (498.8) feet to a point on the line between tracts nine and ten (9+10) Block thirty-eight (38) of the said official re-survey of the Mainland San Elivario Grant; thence North sixty-six degrees thirty-eight minutes West ($66^{\circ}38'W$) along the line between said tracts nine and ten (9+10) Block thirty-eight (38) one hundred ninety-seven and six tenths (197.6) feet to the point of beginning, said tract of land containing five and three tenths (5.3) acres more or less all as shown on U. S. Bureau of Reclamation Survey plat attached hereto and made a part hereof. The above described tract is not and never has been claimed or used as a homestead.

the construction, operation, and maintenance of reclamation works thereon under said act, the sum of
One hundred twenty-five no/100--
dollars

(\$ **125.00**), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until **December 12, 1930** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **December 12, 1930** ; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of **twelve** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

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. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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
Superintendent, Bureau of Reclamation.
2114) 51

P. O. Address.....

C. M. Newman
Vendor.

P. O. Address.....

Vendor.

P. O. Address.....

Vendor.

P. O. Address.....

P. O. Address 116 N. Stanton St.,
El Paso, Texas

Approved:

(Date) _____, 192

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 3 hereof.

(a) I, Willie Metcalf, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

C. M. Newman

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 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 declared that she did read and 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 December, 1930

[SEAL]

Willie Metcalfe

Notary Public in and for El Paso County, Texas

My commission expires May 31, 1931

CERTIFICATE OF COUNTY RECORDER

STATE OF _____
COUNTY OF _____

I hereby certify that this instrument was filed for record at my office at _____ o'clock _____ M., 192 _____ and is duly recorded in Vol. _____ of _____

Page No. _____

By _____
County Recorder.

Fees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas
COUNTY OF El Paso

(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 C. M. Newman that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said C. M. Newman, 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.

L.R. Flock

Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 14th day of February, A. D. 192 31

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-31