

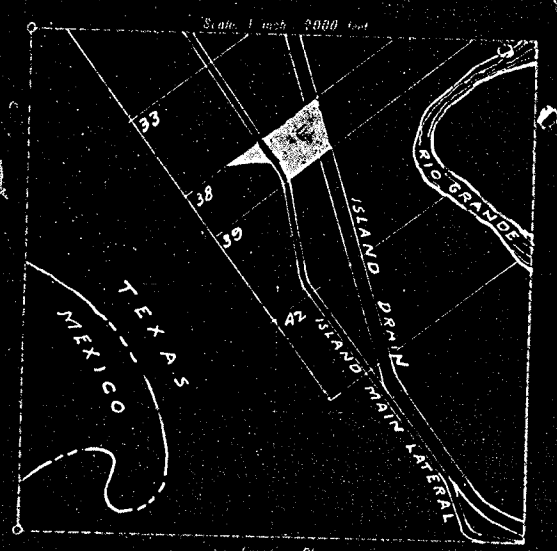
WINDER, C. D. et. ux. Bessie B.

Purchase of Improvements 0023-0088-0016-00

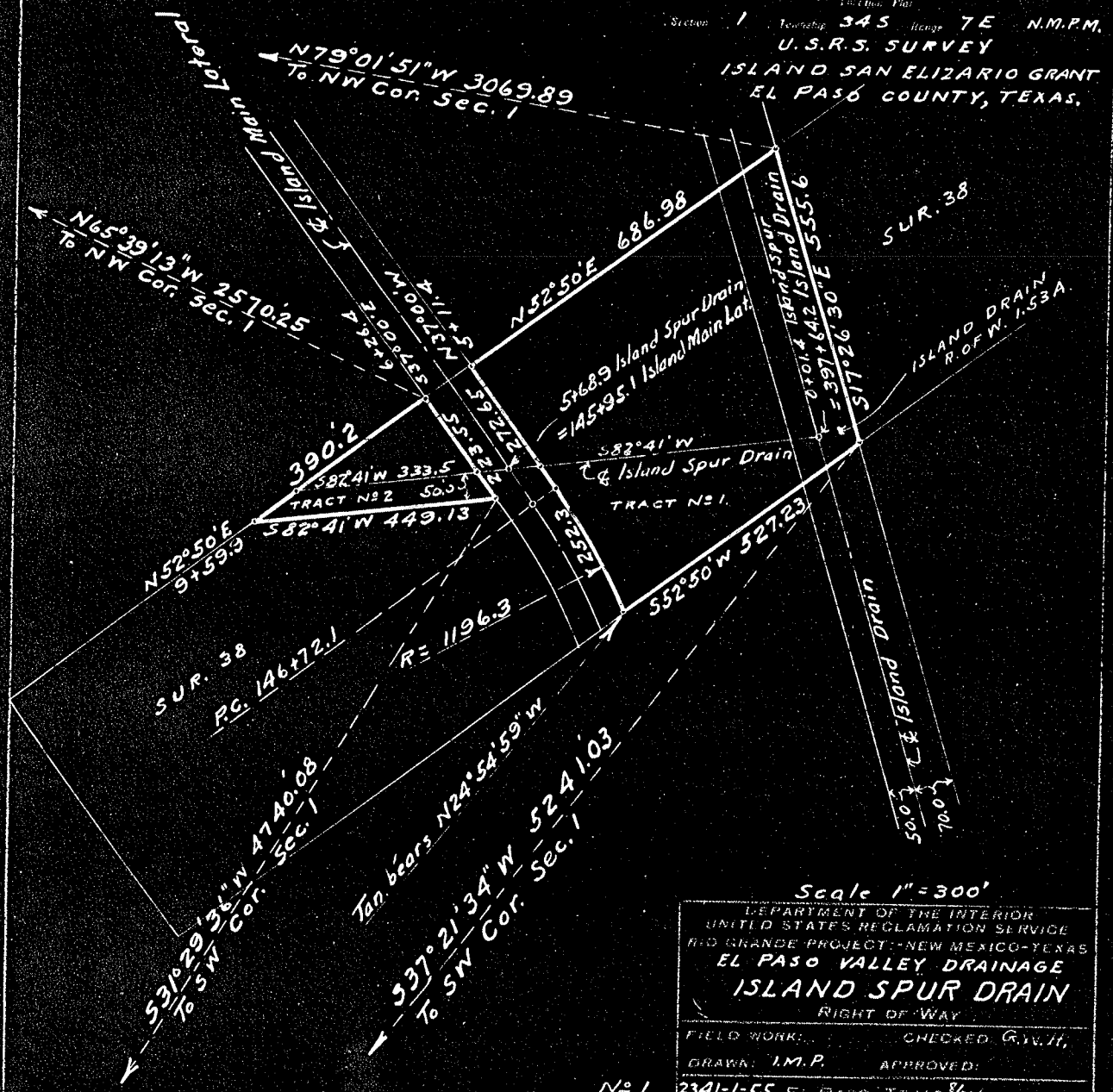
(102)
ISLAND SPUR DRAIN

22-(10) TEXAS

C.D. WINDER.
 TRACT NO 1 R.O.F.W. 7.18A
 " " 2 R.O.F.W. 1.00A
 TOTAL R.O.F.W. 8.18A




Section 1 Township 34S Range 7E N.M.P.M.
 U.S.R.S. SURVEY
 ISLAND SAN ELIZARIO GRANT
 EL PASO COUNTY, TEXAS.



Scale 1" = 300'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT - NEW MEXICO-TEXAS
 EL PASO VALLEY DRAINAGE
 ISLAND SPUR DRAIN
 RIGHT OF WAY
 FIELD WORK: CHECKED G.W.H.
 DRAWN: I.M.P. APPROVED:
 No 1 2341-L-55 EL PASO, TEXAS 9/21/44

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated August 28, 1922, with C. D. Winder and wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Island Spur Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$166.25, 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, August 29, 1922.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from C. D. Winder and wife in the West half of the Northeast quarter and the East half of the Northwest quarter of Section 1, Township 34 South, Range 7 East, N.M.P.M., United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Geo. W. Hoadley,
Assistant Engineer.

El Paso, Texas, August 29, 1922.

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY, with reference to the following described land:

Two tracts of land situated in the West half of the Northeast quarter and the East half of the Northwest quarter of Section one (1), Township thirty-four (34) South, Range seven (7) East, New Mexico Principal Meridian, United States Reclamation Service survey, and being also located in Survey No. 38 of the San Elizario Island Grant, El Paso County, Texas; said two tracts containing a total of 8.18 acres, more or less, and being more particularly described in agreement with G. D. Winder and Bessie B. Winder, his wife, dated August 28, 1922;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

J. H. Hamilton
Clerk.

El Paso, Texas, September 6, 1922.



JHH

El Paso, Texas, September 5, 1922.

The County Clerk,
El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement dated August 28, 1922, between the United States and C. D. Winder and wife, in connection with right of way for the Island Spur Drain.

Very truly yours,

P. W. Dent
District Counsel.

enc 1

MISSING
BOND

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 27 1922

Rio Grande Project

Project Manager to District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated August 28, 1922

With C. D. Winder and wife

Estimated amount involved, \$ 166.25

Authority No. 6-Gp

Accompanied by bond and No bond copies.

Purpose: Purchase of improvements on 7.18 acres of land granted for canal purposes by stock subscription contract with water users' association. Land required for Island Spur Drain.

INCLOSURES

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 " certificate of recommendation
- " " 2 " possessory certificate
- " " 3 " f.l.t.
- " " 2 " certificate as to title

3 blueprints

NOTE: Contract executed by Project Manager August 29, 1922. Delay in transmitting occasioned by original contract being held for recordation.

P. W. Dent

(Signature) Project Manager

El Paso, Texas

SEP 27 1922

(Place)

(Date)

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

P. W. Dent

District Counsel,

on SEP 27 1922

Inclosures as follows returned to Project Manager:

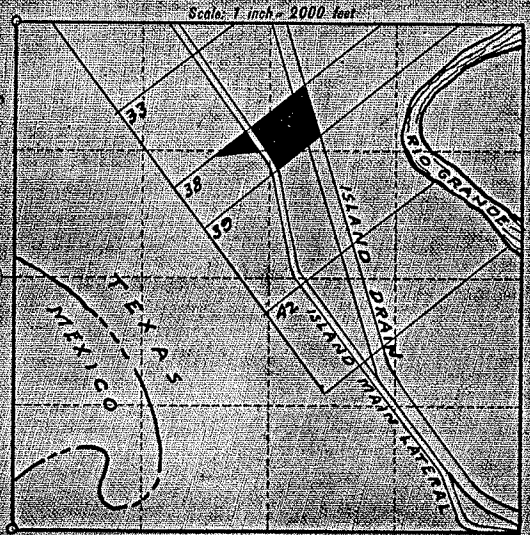
6-6365

(Same as above, except original contract retained for recordation)

REMARKS:

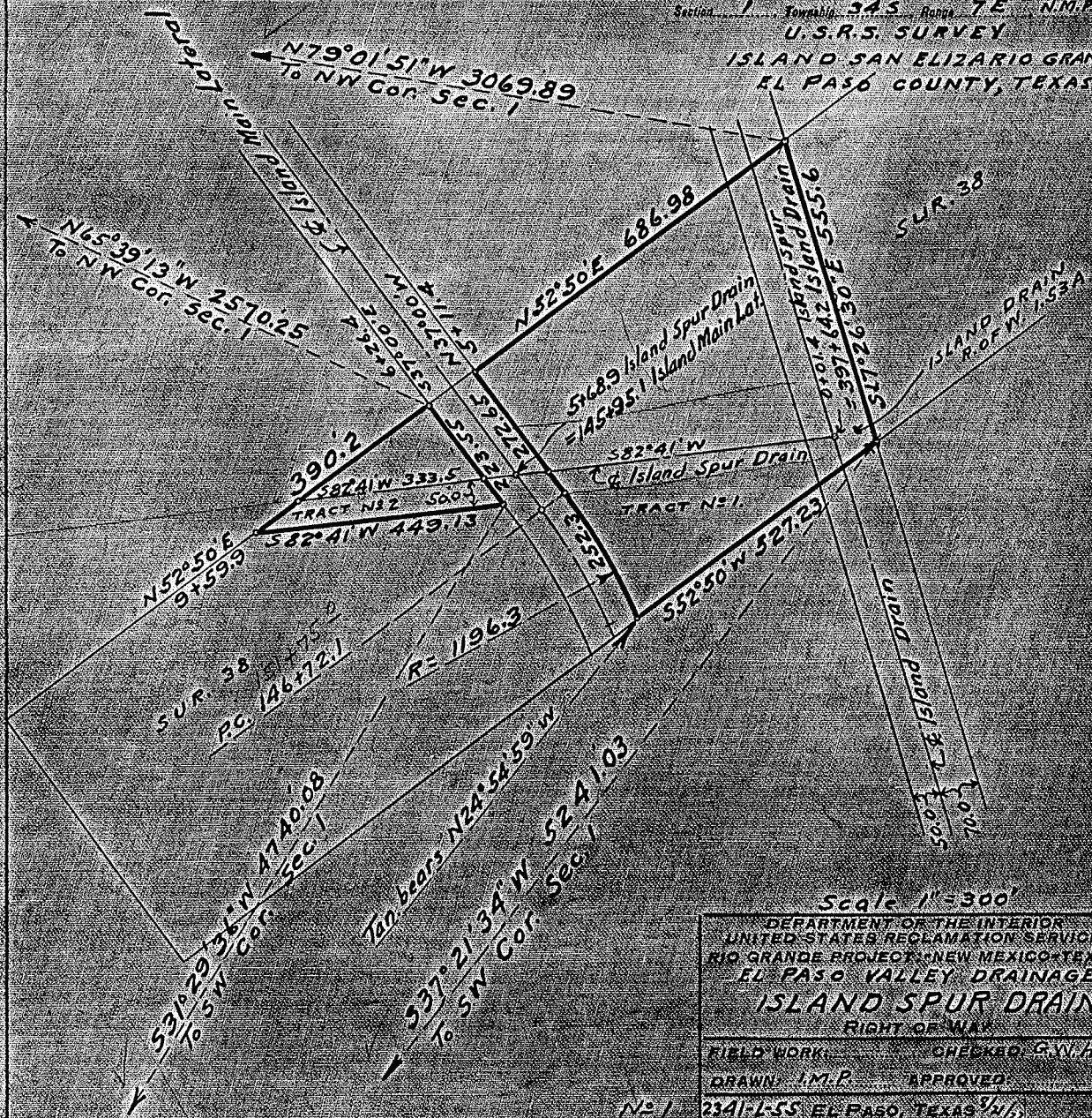
C.D. WINDER
 TRACT NO 1 R.O.F.W. 7.18A
 " 2 R.O.F.W. 1.00A
 TOTAL R.O.F.W. 8.18A

Purchase Impt Under EPWU Contract
 Disbursement Contract 8/28/22
 Recorded 9/13/22 BK 392 P 411



Location Map
 Section 1 Township 34S Range 7E N.M.P.M.
 U.S.R.S. SURVEY
 ISLAND SAN ELIZARIO GRANT
 EL PASO COUNTY, TEXAS

Recorded BK 392 Page 411



Scale 1" = 300'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS
 EL PASO VALLEY DRAINAGE
 ISLAND SPUR DRAIN
 RIGHT OF WAY
 FIELD WORK CHECKED G.W.H.
 DRAWN I.M.P. APPROVED
 No. 1 2341-1-55 EL PASO, TEXAS 3/2/22

S.E. BK. 56

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made August 28, nineteen hundred
and twenty-two, 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 L. M. Lawson, Project Manager

United States Reclamation Service, thereunto duly authorized, and C. D. Winder and
Bessie B. Winder, his wife,

hereinafter styled Vendor, their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~The Contractor will~~

2. For and in consideration of the payments to be made by the
United States, as hereinafter provided, and of the covenants herein
contained, the Vendor does hereby sell, assign, transfer and set
over to the United States free and clear of any lien or incumbrance,
all buildings, fences, ditches, seedings, growing crops, trees
and shrubbery, and any and all other improvements of whatsoever
kind or nature, upon, attached to, or growing upon that certain
piece or parcel of land situated in the County of El Paso, State
of Texas, particularly described as follows, to wit:

Two tracts of land situated in the West half of the Northeast
quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) and the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$)
of Section one (1), Township thirty-four (34) South, Range seven (7)
East, New Mexico Principal Meridian, United States Reclamation
Service survey, and being also located in Survey number thirty-eight
(38) of the San Elizario Island Grant, described as follows:

TRACT 1. Beginning at a point on the Northerly property
line of land of the Vendor, and from which point the Northwest
corner of said Section one (1) bears North seventy-nine (79) degrees
one (01) minute fifty-one (51) seconds West three thousand sixty-
nine and eighty-nine hundredths (3069.89) feet; thence South
seventeen (17) degrees twenty-six (26) minutes thirty (30) seconds
East five hundred fifty-five and six-tenths (555.6) feet to a point

Correct as to Engineering Data

on the Southerly property line of land of the Vendor, and from which point the Southwest corner of said Section one (1) bears South thirty-seven (37) degrees twenty-one (21) minutes thirty-four (34) seconds West five thousand two hundred forty-one and three-hundredths (5241.03) feet; thence along said Southerly property line South fifty-two (52) degrees fifty (50) minutes West five hundred twenty-seven and twenty-three hundredths (527.23) feet to a point on the Easterly right of way line of the Island Main Lateral, the property of the United States, said point being on a curve of one thousand one hundred ninety-six and three-tenths (1196.3) foot radius, the tangent to which bears North twenty-four (24) degrees fifty-four (54) minutes fifty-nine (59) seconds West; thence along said right of way line to the left two hundred fifty-two and three-tenths (252.3) feet, measured on the arc, North thirty-seven (37) degrees no (00) minutes West two hundred seventy-two and sixty-five hundredths (272.65) feet to a point on the Northerly property line of land of the Vendor; thence along said Northerly property line North fifty-two (52) degrees fifty (50) minutes East six hundred eighty-six and ninety-eight hundredths (686.98) feet to the point of beginning; said tract of land containing seven and eighteen-hundredths (7.18) acres, more or less.

TRACT 2. Beginning at the point of intersection of the Westerly right of way line of the Island Main Lateral and the Northerly property line of land of the Vendor, and from which point the Northwest corner of said Section one (1) bears North sixty-five (65) degrees thirty-nine (39) minutes thirteen (13) seconds West two thousand five hundred seventy and twenty-five hundredths (2570.25) feet; thence along said right of way line South thirty-seven (37) degrees no (00) minutes East two hundred twenty-three and fifty-five hundredths (223.55) feet to a point from which the Southwest corner of said Section one (1) bears South thirty-one (31) degrees twenty-nine (29) minutes thirty-six (36) seconds West four thousand seven hundred forty and eight-hundredths (4740.08) feet; thence South eighty-two (82) degrees forty-one (41) minutes West four hundred forty-nine and thirteen-hundredths (449.13) feet to a point on the Northerly property line of land of the Vendor; thence along said Northerly property line North fifty-two (52) degrees fifty (50) minutes East three hundred ninety and two-tenths (390.2) feet to the point of beginning; said tract of land containing one (1.0) acre, more or less.

3. The Vendor on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcels of land and from the construction, operation and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of One Hundred Sixty-six and 25/100 (\$166.25) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements, and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor, upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

10. **Vendor** The ~~contractor~~ 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 ~~contractor~~ 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.

~~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 contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

For and in consideration of the faithful performance of this contract, the Contractor shall be paid

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

11. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

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. L., 1109).

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

THE UNITED STATES OF AMERICA,

By L. M. Lawson
Project Manager U. S. R. S.

C. D. Winder
Bessie B. Winder
Vendor ~~Contractor~~

* By _____

P.O. Address 3429 Tularosa St.,
El Paso, Texas.

† Approved: _____

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

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 _____ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____, 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.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19____ My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

- 1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.
- 2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)
- 3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
- 4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
- 5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.
- 6. A contract with a firm should describe the Contractor in the preamble as: "_____ and _____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."
- 7. A contract with a corporation should describe the Contractor in the preamble as: "_____, a corporation duly organized under the laws of the State (or Territory) of _____." The signature should be in the following form: "_____ by _____" (giving official designation), and the corporate seal should be affixed.
- 8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.
- 9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

6-6024

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoadley, a Notary Public

contract. If the contract is to be required in a subsequent contract if it bears a reference to the case in which it was made, it shall be effective.

9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

6-6024

THE STATE OF TEXAS }
COUNTY OF EL PASO. } BEFORE ME, Geo. W. Hoadley, a Notary Public

in and for El Paso County, Texas, on this day
personally appeared C. D. Winder and Bessie B. Winder, his wife,

known to me to be the persons whose name s
subscribed to the foregoing instrument, and acknowledged to me that the y executed the same for the pur-
poses and consideration therein expressed.

Given under my hand and seal of office, this 28th day of August A. D., 1922

Geo. W. Hoadley,
Notary Public in and for
El Paso County, Texas.

(SEAL)
My commission expires June 1, 1923.

THE STATE OF TEXAS }
COUNTY OF EL PASO. } Before me, Geo. W. Hoadley, a
Notary Public in and for

El Paso County, Texas, on this day personally appeared Bessie B. Winder wife of
C. D. Winder

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 Bessie B. Winder acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 28th day of August A. D. 1922

Geo. W. Hoadley
Notary Public in and for
El Paso County, Texas

(SEAL)
My commission expires June 1, 1923.

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
day of Aug. A. D. 1922 with its certificate of authentication, was filed for record in my
office this 6th day of Sept. A. D. 1922 at 9:10 o'clock A. M.
and duly recorded the 13th day of Sept. A. D. 1922 at 11:35 o'clock A. M.
in the records of said County, in Volume 392 on Pages 411

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 Florence C. Rock, Deputy.

(SEAL)