

Land Records
Rio Grande Project
(23)

Fitzpatrick,

Alice

0023-0077-0016-00

780 FITZPATRICK, ALICE WARRANTY DEED 104
JUAN DE HERRERALATERAL

0023-00~~77~~-0016-00

11-(16) Texas

71

#5

The State of Texas, }
County of El Paso.

Know all Men by these Presents: that

I, Alice Fitzpatrick, a single woman,

of the County of El Paso, State of Texas, in consideration of the sum of One Hundred Thirty-five and 0/100 (\$135.00) DOLLARS

to me in hand paid by The United States of America, in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388),

the receipt of which is hereby acknowledged
ha ve Granted, Sold and Conveyed, and by these presents do..... Grant, Sell and Convey unto the said
The United States of America and its assigns.

~~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 situated in the west half of section thirty-six (36), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, Ysleta Grant, containing one and fifty-seven hundredths (1.57) acres, more or less, and more particularly described in blueprint attached hereto and made a part hereof;

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

~~assigns~~ assigns forever; and I do hereby bind myself, my 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

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

Witness my hand at El Paso, Texas, this 11th day of April, A. D. 1918 ALICE FITZPATRICK

Witness at Request of Grantor.

THE STATE OF TEXAS, }
County of El Paso.

Before me Grace L Hannon A Notary Public

Alice Fitzpatrick in and for El Paso County, Texas, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of May A. D. 1918

(SEAL)

GRACE L HANNON
Notary Public El Paso Co Texas

THE STATE OF TEXAS, }
County of El Paso.

Before me _____

_____ in and for El Paso County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____ A. D. 191 _____

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 11 day of May, A. D. 1918, with its certificate of authentication, was filed for record in my office this 13 day of May, A. D. 1918, at 8:05 o'clock A. M. and duly recorded this 16 day of May, A. D. 1918, at 11:30 o'clock A. M. in the records of said County, in Volume 323 on Pages 102

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, County Court.

By I H Woodard, Deputy.

TO

WARRANTY DEED
SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record _____ 191 _____

at _____ o'clock _____ M.

Clerk County Court.

By _____ Deputy.

ELLIS EL PASO

El Paso, Texas, May 11, 1918.

County Recorder for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated May 11, 1918, running from Alice Fitzpatrick to the United States of America.

Very respectfully,

P W DENT CPH

District Counsel.

incl.

El Paso, Texas, May 9, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Receipt is acknowledged of two letters, one of the 7th and the other of the 8th instant, and we note that you are working on the M. E. Love purchase and desire further information in regard to the Alice Fitzpatrick title. This latter party secured a conveyance from one J. D. Russell some short time previous to November 13, 1915, and the instrument was noted in the Recorder's bulletin of that date. We will be in the County Clerk's office within a few days, and if you desire further information on this title kindly let us know, and we will endeavor to get it.

Very respectfully,

P W DENT CFH

District Counsel.



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston - Dallas - Galveston - San Antonio - El Paso

El Paso, Texas, May 8th, 1918.

Mr. P. W. Dent, District Counsel,
% The Reclamation Service, Mills Bldg.
El Paso, T e x a s.

Dear Sir:-

We are in receipt of your favor of May 7th. inclosing the Cathcart matter. We will investigate this matter at our earliest convenience, and report to you.

We acknowledge receipt of the M.E. Love title; but in looking over our files we do not find any thing concerning the Alice Fitzpatrick title. Kindly advise us in regard to the Fitzpatrick title.

We will take up the matter of the contract with you in the next few days. It will probably necessitate a personal call.

Thanking you for these matters, we remain,

Yours truly,

JEQ/l.

A handwritten signature in cursive script that reads "J. E. Quaid". The signature is written in dark ink and is positioned to the right of the typed name "Yours truly,".

El Paso, Texas, April 27, 1918.

Stewart Title Guaranty Co.,
Two Republics Building,
El Paso, Texas.

Gentlemen:

Transmitted herewith is a blueprint describing land which is to be conveyed to the United States by Alice Fitzpatrick, a single woman. It is requested that you prepare a guarantee contract for this land. Warranty deed is to-day being sent to Miss Fitzpatrick, which will be put on record as soon as it is returned to this office. The consideration to be paid by the United States is \$135 cash.

Very respectfully,

P W DENT CPH

District Counsel.

incl.

CH

El Paso, Texas, April 27, 1918.

Miss Alice Fitzpatrick,
1523 East Rio Grande Street,
El Paso, Texas.

Dear Madam:

Referring to your call at this office this morning, we are inclosing for your signature and acknowledgment before a notary public, the warranty deed to the land sold to the United States. Please return this deed executed as soon as possible.

We are to-day notifying the Stewart Title Guaranty Company to prepare their guarantee contract for this transfer, you to pay for the same.

Before payment can be made to you of the amount due, we will have to have the deed recorded, which, according to present time taken by the County Clerk's office for this work, will be about one month from time deed is put into the hands of the County Clerk.

Very truly yours.

P W DENT OFH

District Counsel.

incl.

CH

El Paso, Texas, April 17, 1918.

Alice Fitzpatrick,
1523 East Rio Grande Street,
El Paso, Texas.

Dear Madam:

This is to inform you that the agreement you entered into to convey land for the Juan d' Herrera lateral system of the Rio Grande project has been approved by our Department.

In this agreement it is stated that you will furnish an abstract of title to the land involved and such other assurances as may be necessary to vest good title in the United States. However, you are advised that the Reclamation Service has made arrangements with the Stewart Title Guaranty Company, Two Republics Building, to accept their guaranteed titles instead of making examination of a lengthy abstract. The charge to you would be very small compared with the cost of an abstract, and it is suggested that you take advantage of this arrangement; that is in place of ordering an abstract you simply have the Stewart title people handle the matter, the latter method to cost you only about ten dollars where the abstract would run probably in the neighborhood of fifty.

If you will call at this office, 1223 Mills Building we will have the deed prepared for your signature and be glad to assist you further in accomplishing the conveyance.

Very truly yours,

P W DENT CPH

District Counsel.

CH

El Paso, Texas, April 17, 1918.

The County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official records are the following contracts:

Between A. J. Zingre and J. W. Cathcart and the United States, dated March 18, 1918, for conveyance of right of way for El Paso Valley middle drain.

Between Alice Fitzpatrick and the United States, dated March 19, 1918, for Juan d' Herrera lateral system.

Very respectfully,

P W DENT CFH

District Counsel.

2 incls.

Extra cloth print is also inclosed for use of your office in recording the Alice Fitzpatrick instrument.

State of Texas, : : ss.
County of El Paso, :

Before me, the undersigned authority, on this day personally appeared Geo. W. Hoadley, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw Alice Fitzpatrick, the person who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the person who executed the same.

Given under my hand and seal of office this 2nd day
of ~~March~~, A. D. 1918.

JESSIE E M HOWE

(SEAL)

Notary Public In and For
County of El Paso, State
of Texas.

My com. exp. June 1, 1919.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made with Alice Fitzpatrick, ~~xxxxxx~~
March 19, 1918.

for the purchase of land required for Juan d' Herrera lateral system,
purposes, Rio Grande Project, El Paso
County, Texas.

1. State description and approximate area of land to be conveyed. Part of $W\frac{1}{2}$ sec. 36,
T 31 S, R 6 E, U.S.R.S. survey, El Paso County, Texas.

2. 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.

Land is in Texas; no public land in this State.

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

Alice Fitzpatrick, holding separate property.

1523 E. Rio Grande St
El Paso Texas

4. 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 the lease, and the date
when the tenant is to give up possession.

Owner, Alice Fitzpatrick.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or
other agreement.

Subject to right of way by virtue of agreement in
stock-subscription contract with water users' association.

6. State how much of the land is under cultivation, to what kinds 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 of the land, such as buildings; also the amounts and values of the several classes of land.

All under cultivation.

7. 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.

Water rights under Rio Grande project.
All land capable of cultivation.

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

\$150 to \$200 per acre.

9. 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 injury to other portions of the holding.

The above is a correct statement of the information procured.

Dated March 19, 1918

191

(Signature)GEO W HOADLEY.....

(Title)Field Assistant.....
In Charge of Negotiations.

Approved: March 19, 1918.

L M LARSON

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, Par. 12, Page 227.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

REPORT ON LAND AGREEMENT.

For *purposes.*

..... *project*

Sec......, *T.*....., *R.*.....*M.*

Belonging to.....

.....

County of.....

State of.....

Submitted by.....

Date191.....

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, March 19, 1918.

I, Geo. W. Hoedley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Alice Fitzpatrick, in $W\frac{1}{2}$ sec. 36, T 31 S, R 6 E, U. S. Reclamation Service survey, Ysleta Grant, El Paso County, Texas, for the Rio Grande project, and that the said proposed grantor was in actual, sole, and exclusive possession of the land proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land adverse to the grantor is in possession of any part of it.

Geo. W. Hoedley

Field Assistant.

I, C. F. Harvey, Clerk, certify that the taxes which are assessed and due on the above described land are all paid up to date.

C. F. Harvey

Clerk.

El Paso, Texas,
May 17, 1918.

Affidavit as to Possession.

State of Texas, :
 : ss.
County of El Paso, :

I, Alice Fitzpatrick, do solemnly swear that to my personal knowledge the land described in the contract dated March 19, 1918, made between myself and the United States of America, which land is located in W $\frac{1}{2}$ sec. 36, T. 31 S., R. 6 E., U.S.R.S. Survey, El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of _____ years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

ALICE FITZPATRICK

Subscribed and sworn to before me at El Paso, Texas, this
day of _____, A. D. 1918.

(SEAL)

My commission expires
June 1, 1919.

Notary Public In and For El
Paso County, Texas.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 19, 1918

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated March 19, 1918 Rio Grande Project.

Executed by L. M. Lawson, Project Manager,

With W. H. Fitzpatrick.

Estimated amount involved, \$ 135.00 (See Gen'l Order No. 124) Authority 5-6-1.

Purpose of agreement: Purchase of land needed for right of way for Juan d' Herreras lateral system.
(See instructions on back, Pars. 4 and 5)

~~Original and one copy of bond hereon~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Counsel at El Paso, Texas. of the approval of the above.

Incls.:

- Orig. & 3 copies contract.
- Orig. & 1 copy rept. on contract.
- Orig. & 1 copy certificate of recommendation.
- Orig. & 1 copy engr's. certificate.
- ~~2 blueprints.~~

L. M. LAWSON
(Signature.)

(The blanks below to be filled in the Washington Office.)

Approved by Warren B. ...

Date of approval APR 12 1918

Bond, if any, approved by same officer on same date.

RECEIVED BY DIRECTOR AT WASHINGTON
 FOR APPROVAL
 DEPT. OF INTERIOR
 DIVISION OF CONSTRUCTION
 APR 5 1918

FILED
 2
 REPORT ON LAND AGREEMENT
 OF NECESSITY
 5 Blue Prints

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director 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.

3. 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.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

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 such deed 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 and thirty-five and 0/100
(135.00)

.....dollars, by U. S. Treasury warrant or disbursing 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. It is agreed that the vendor may retain possession of said premises until.....

March 19, 1918

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until **March 19, 1918.**.....; 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 as above specified, and shall terminate by limitation at the expiration

24

of.....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. 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).

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 contract- or hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

Geo W Hoadley

Alice Fitzpatrick

of El Paso Texas

Edwin H. Peery

of Los Angeles, Calif.

Vendor.

of

L. M. Lawson, Project Manager.

For and on behalf of the United States.

of

STATE OF }
COUNTY OF } ss :

I, _____, a _____

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

who _____ personally known to me to be the person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____

signed, sealed, and delivered said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said _____

separate and apart from _____ husband _____, and explained to _____ the contents of the foregoing instrument, and upon that examination _____ declared that _____ did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do _____ not wish to retract the same.

Given under my hand and official seal, this _____ day of _____, 191 _____

[SEAL.]

My commission expires _____

Approved _____, 191 _____

CERTIFICATE.

I HEREBY CERTIFY That the land described in the attached contract dated March 19, 1918, with Alice Fitzpatrick, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. L., 388), namely, as right of way the Juan d' Herrera lateral system, a part of the Rio Grande project; that the consideration to be paid thereunder, \$135, 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 19, 1918.

El Paso, Texas, October 18, 1918.

Miss Alice Fitzpatrick,
1523 East Rio Grande Street,
El Paso, Texas.

Dear Madam:

Referring to our letter of September 6, wherein we requested that you make certificate as to possession of the land recently conveyed to the United States, we do not appear to have any answer to our letter. If you can find time to execute the required paper, we would greatly appreciate it.

Kindly take up this matter at your early convenience, and thus facilitate the work of this Department of the Government, as we have not a great deal of time to spare where a repetition may be avoided.

Thanking you,

Very truly yours,

C F HARVEY

Assistant District Counsel.

Mills Building,
El Paso, Texas,
September 6, 1918.

Miss Alice Fitzpatrick,
1523 East Rio Grande St.,
El Paso, Texas.
Dear Madam:

With reference to the warranty deed by which you recently granted certain lands to the United States for canal right-of-way, our Department has called for a certificate as to your actual possession and that of your grantors immediately preceding you in possession of the land. This certificate is required for the reason that the title guaranty does not warrant as to adverse possession.

The enclosed certificate has been filled out for your signature and acknowledgment before a Notary. If you will kindly sign and acknowledge this and return it to this office, your action will be greatly appreciated. If you can call at this office, we shall be glad to have our notary here take your acknowledgment without charge to you.

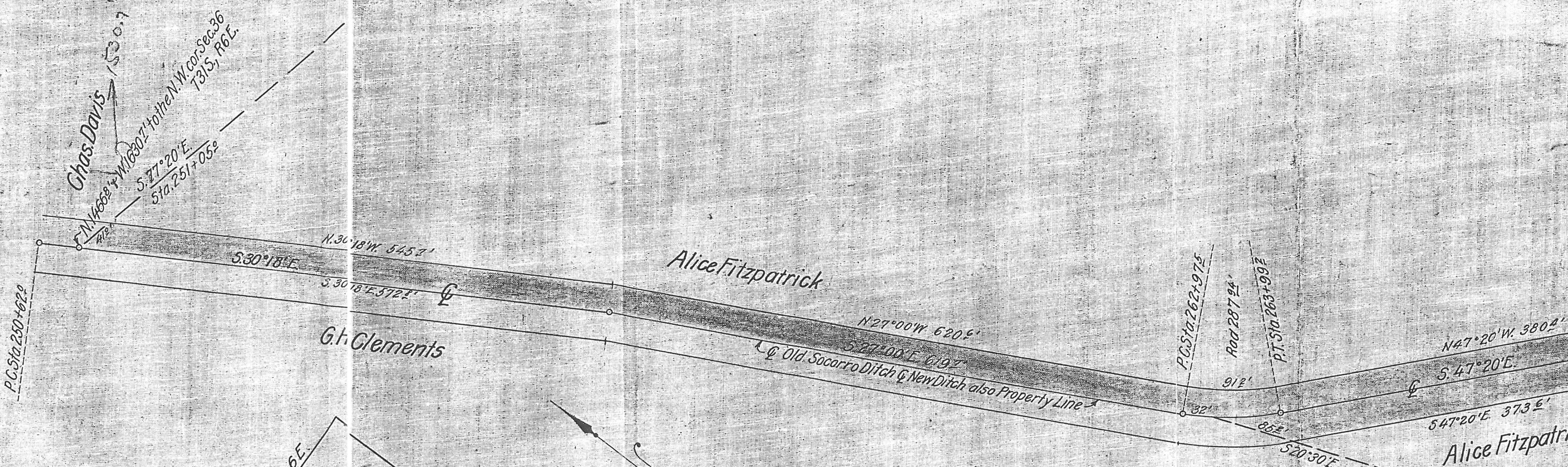
You will note that we have left blank the place where the actual number of years that you have been in possession is to be stated. We would very much like to cover a period of ten years, but if you cannot certify as to this length of time, make it five years. Please fill in this blank according to your best information in the premises.

Regretting that we must again trouble you, but trusting that we may have prompt attention,

Very truly yours,

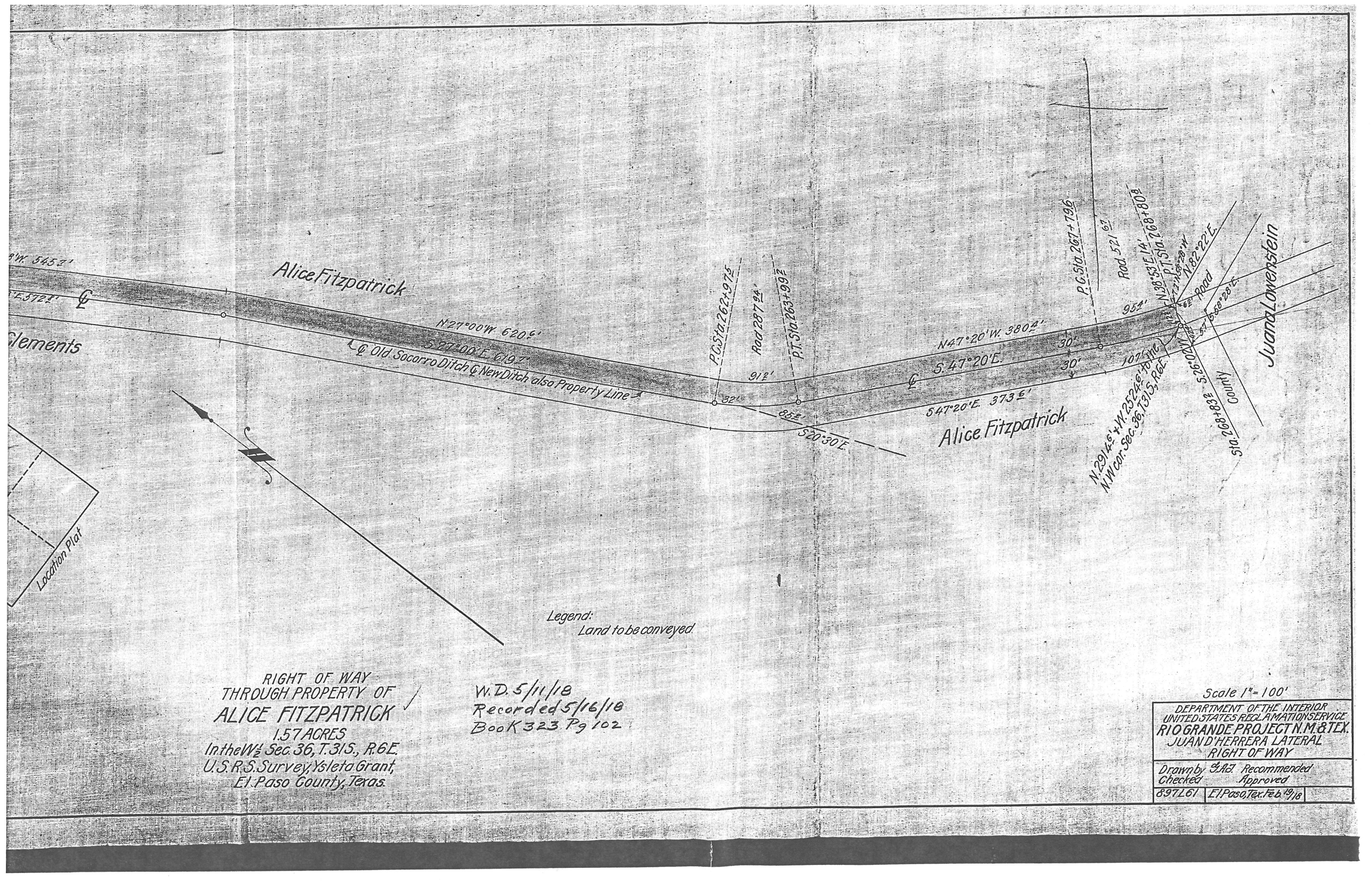


Assistant District Counsel.



RIGHT OF WAY
THROUGH PROPERTY OF
ALICE FITZPATRICK
1.57 ACRES
In the W $\frac{1}{2}$ Sec 36, T. 31 S., R. 6 E.
U.S. R.S. Survey, Ysleta Grant,
El Paso County, Texas.

W.D. 5/11/18
Recorded 5/16/18
Book 323 Pg 102



Alice Fitzpatrick

Alice Fitzpatrick

Juana Lowenstein

N 27° 00' W 620.5'
 S 27° 00' E 619.7'
 Old Socorro Ditch & New Ditch also Property Line

N 47° 20' W 380.2'
 S 47° 20' E 373.6'
 547° 20' E 373.6'

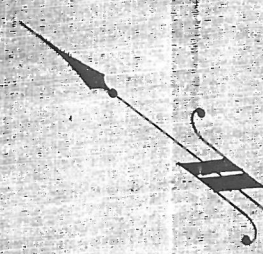
P.C. Sta. 267+796
 Rod 521 67
 N 38° 53' E 14 268+808
 P.T. Sta. 268+808
 N 82° 22' E
 N 29 1/4 Sec. 36, T. 31 S., R. 6 E.
 N.W. cor. Sec. 36, T. 31 S., R. 6 E.
 107
 338+802
 2015

P.C. Sta. 262+975
 Rod 28794
 P.T. Sta. 263+992

W. 545.2'
 E 572.2'

Clements

Location Plat



Legend:
 Land to be conveyed

RIGHT OF WAY
 THROUGH PROPERTY OF
ALICE FITZPATRICK
 1.57 ACRES
 In the W 1/2 Sec. 36, T. 31 S., R. 6 E.
 U.S.R.S. Survey, Ysleta Grant,
 El Paso County, Texas.

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Scale 1" = 100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT N.M. & TEX. JUANA D'HERRERA LATERAL RIGHT OF WAY	
Drawn by G.A.T.	Recommended
Checked	Approved
897L67	El Paso, Tex. Feb 19/18