

1180

MACNAUGHTON, A. K., et. ux., Mrs. A. K.

WARRANTY DEED (104) JUAN DE HERRERA LATERAL

0023-0077-0006-00

~~11-6-1900~~

16

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents:

Mrs. A. K. MacNaughton and A. K. MacNaughton

Jefferson Alabama

of the County of ~~El Paso~~, State of ~~Texas~~, in consideration of the sum of Sixty-Four and no/100-----

DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto

the receipt of which is hereby acknowledged

have 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, State of Texas~~, 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 the Isleta Grant, El Paso County, Texas and in the Southeast quarter Northwest quarter (SE1/4NW1/4) Section twenty-six (26), Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within Tract ten (10), Block seven (7) on plat of official resurvey of the Isleta Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 8th day of February, 1932 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 west property line of the land of the grantors and from which point an iron pipe a corner of the land of the grantors bears North twelve degrees (12°) twenty minutes (20') East four hundred twenty-one and eight tenths (421.8) feet; thence South fifty-five degrees (55°) one minute (01') East six hundred twenty-six and nine tenths (626.9) feet to a point on the southeasterly property line of the land of the grantors and from which point a concrete post at the most easterly corner of the land of the grantors and the north corner of tract eleven (11) block seven (7) of the said official resurvey of the Isleta Grant bears North fifty-nine degrees (59°) nineteen minutes (19') fifty-three seconds (53") East one thousand one hundred twenty-five and fifty-five hundredths (1125.55) feet; thence South fifty-two degrees (52°) six minutes (06') West along the southeasterly line of the land of the grantors six and no tenths (6.0) feet to the point of intersection with the northeasterly right of way line of the Juan de Herrera Main Lateral, the property of the United States; thence along the said northeasterly right of way line of the Juan de Herrera Main Lateral North

sixty degrees (60°) seventeen minutes (17') West one hundred forty and no tenths (140.0) feet; North fifty-three degrees (53°) forty-two minutes (42') West three hundred and four tenths (300.4) feet, North fifty-one degrees (51°) fifty-nine minutes (59') West one hundred sixty-eight and eight tenths (168.8) feet and North seventy-three degrees (73°) nineteen minutes (19') West fourteen and five tenths (14.5) feet to point of intersection with the west property line of the land of the grantors; thence North twelve degrees (12°) twenty minutes (20') East along said property line eight and no tenths (8.0) feet to the point of beginning, said tract of land containing sixteen hundredths (0.16) of an acre more or less, all as shown on plat attached to contract dated December 28, 1932, between the grantors and the United States of America and filed for record in Book 568, page No. 595, Deed Records of the County of El Paso, State

of Texas, and we, the undersigned, hereby certify that we are the duly qualified executors and administrators of the estate of the grantors, and we hereby certify that we have read the foregoing and we know the contents of the same, and we agree to execute every action whichsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals at Birmingham, Alabama, this 22nd day of February A. D. 19 33.

Witnesses at Request of Grantor

Mrs. A. K. MacNaughton
A. K. MacNaughton

Correct as to Engr. Data S. M. A.

SINGLE ACKNOWLEDGMENT.

THE STATE OF ~~TEXAS~~
County of ~~El Paso~~

ALABAMA

Before me the undersigned authority, a Notary Public,
Jefferson County, Alabama,
in and for ~~El Paso County, Texas~~, on this day personally appeared
A. K. MacNaughton,

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 22nd day of February A. D. 19 33.

Blanche Beall

Notary Public, in and for Jefferson
County, Alabama.

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF ~~TEXAS~~
County of ~~El Paso~~
Jefferson

ALABAMA

Before me the undersigned authority, a Notary Public,
Jefferson County, Alabama,
in and for ~~El Paso County, Texas~~, on this day personally appeared
MRS. A. K. MacNaughton, wife of A.K. MacNaughton,

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
Mrs. A. K. MacNaughton

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 22nd day of February A. D. 19 33.

Blanche Beall

Notary Public, in and for Jefferson
County, Alabama.

CLERK'S CERTIFICATE.

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 22
day of February A. D. 19 33, with its certificate of authentication, was filed for record in my
office this 1 day of March A. D. 19 33, at 2:56 o'clock P. M.
and duly recorded the 7 day of March A. D. 19 33, at 11:14 o'clock A. M.
in the records of said County, in Volume 571 on Pages 25

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, El Paso County, Texas.

By Iva Cochran, Deputy.

Mrs. A. K. MacNaughton

A. K. MacNaughton

TO

U.S.A.

Warranty Deed

Filed for Record the 1st

day of March 19 33

at 2 o'clock and 56 minutes P. M.

W. D. GREET

Clerk, County Court, El Paso County, Texas.

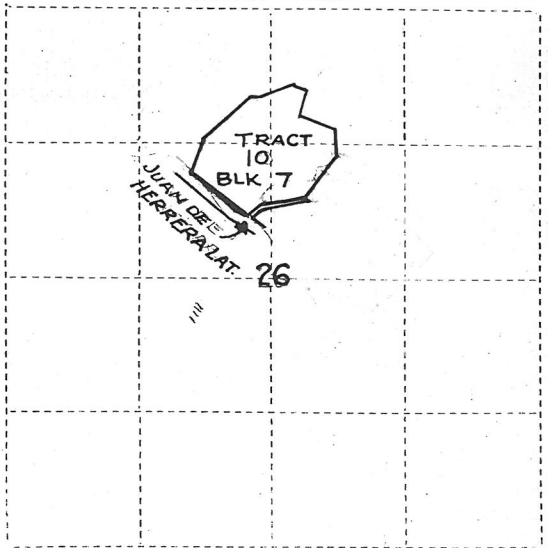
By Geo. H. Booth, Deputy

ELLIS BROS. PRINTING CO., EL PASO

571/25

2/22/33

SCALE: 1" = 2000'



LOCATION PLAT
S. 26 T. 31 S. R. 6 E.
U.S.R.S. SURVEY.

TRACT 10 BLOCK 7
RESURVEY YSLETA GRANT
BY EL PASO COUNTY.

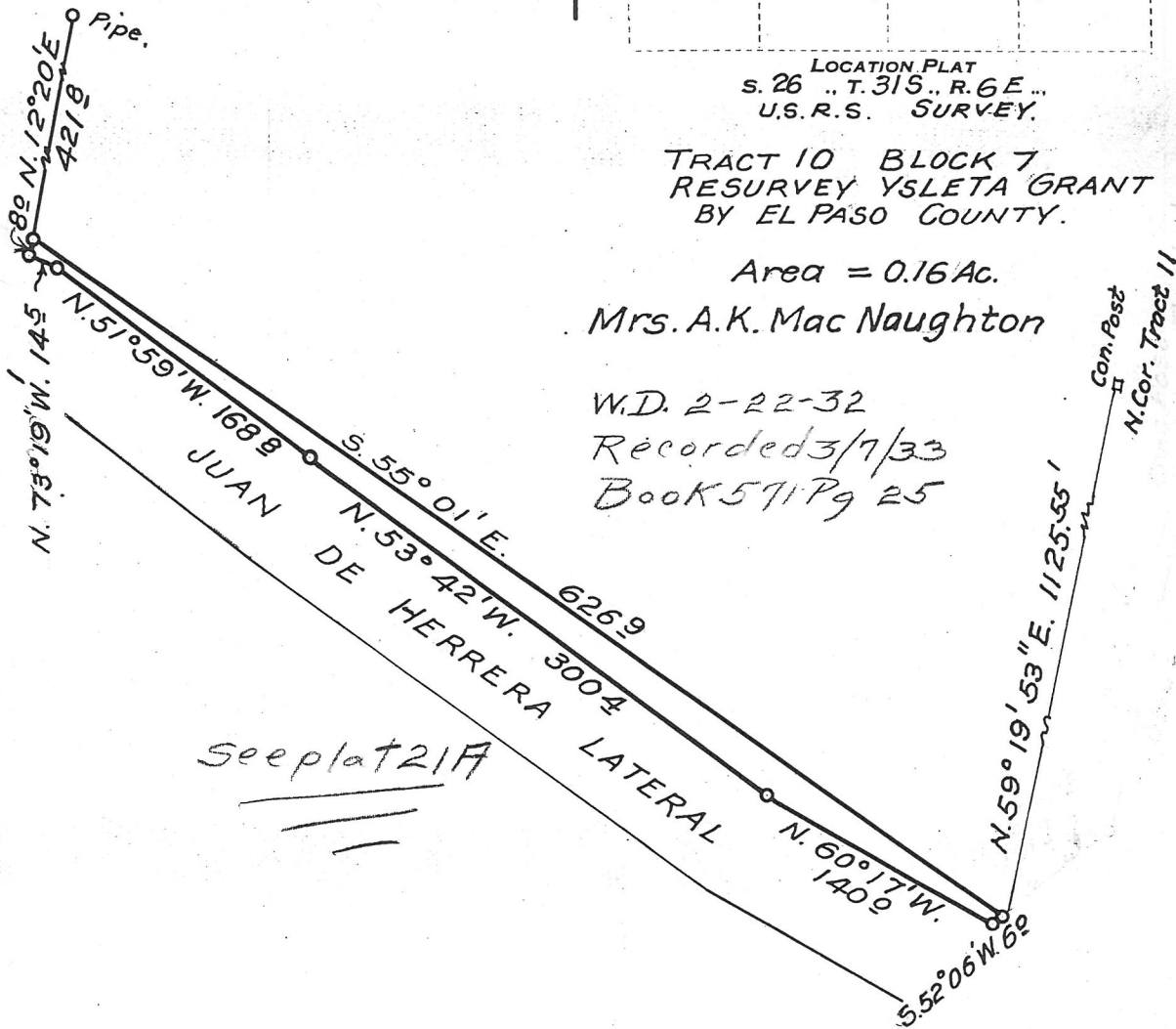
Area = 0.16 Ac.

Mrs. A.K. Mac Naughton

W.D. 2-22-32

Recorded 3/7/33

Book 571 Pg 25



see plat 21A

SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
ADDITIONAL R.O.F.W. FOR
JUAN DE HERRERA LATERAL
RIGHT OF WAY

FIELD WORK: CHECKED: G.K.H.

DRAWN: G.A. APPROVED:

3665-661 EL PASO, TEX., 12-15-32

619 First National Bank Bldg.,
El Paso, Texas,

March 2, 1933.

From: District Counsel
To: Superintendent, El Paso, Texas.
Subject: Acquisition of land - Opinion of title of land described in contract dated December 28, 1932, between the United States and A. K. MacNaughton and Mrs. A. K. MacNaughton, his wife; Area, .16 acre; Consideration, \$64.00; for disposal of spoil when cleaning Juan de Herrera Main Lateral - 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 February 22, 1933, from Mrs. A. K. MacNaughton and A. K. MacNaughton, her husband, to the United States, and by certificate of guarantee of title of the New York Title & Mortgage Co. of Texas, No. F 1575, issued through the Pioneer Abstract & Guarantee Title Co. of El Paso, Texas, dated March 1, 1933, their No. 8963.

2. All taxes assessed up to and including the year 1932 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 1933 and consequently, taxes for the year 1933 have not attached to the property acquired by the United States.

3. The consideration named in the contract, namely \$64.00, may now be paid to the contractors, A. K. MacNaughton and Mrs. A. K. MacNaughton, R. F. D. #5, Box 72, Birmingham, Alabama.

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, Washington
C. E., Denver.

Pioneer Abstract & Guarantee Title Co.

208 NORTH STANTON STREET
EL PASO, TEXAS

ACTIVE OFFICERS
N. H. GILLOT, VICE-PRES. AND MANAGER
PAUL J. HUCTION, TREASURER
GENE DONOHUE, SECRETARY
B. E. SCHWARZBACH, ASST. SECRETARY

ABSTRACTS
TITLE INSURANCE
ESCROWS
"A PERSONAL SERVICE"

March 1st, 1933.

Mr. H. J. S. Devries, District Counsel,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:-

Although this sale to the Government is from Mrs. A.K. MacNaughton and husband, Mrs. A. W. Shannon (mother of Mrs. MacNaughton) has requested that the check be mailed to her (Mrs. Shannon) at 2831 Louisville Street, El Paso, so that she may forward the same to Mrs. MacNaughton, she understands of course, that the check will be made payable to the grantors in the Deed.

We are not informed whether this procedure can be followed under the rules and regulations of the Bureau, and if it cannot be done, will you be kind enough to advise us so that we may notify Mrs. Shannon of the necessary procedure by the Bureau.

Thanking you for this and past favors, we are,

Very truly yours,

B. E. Schwarzbach

619 First National Bank Bldg.,
El Paso, Texas,

February 14, 1933.

Mrs. A. K. MacNaughton,
R. F. D. #5, Box 72,
Birmingham, Ala.

Dear Madam:

Reference is made to your contract with the United States dated December 28, 1932, providing for the purchase by the Government of .16 of an acre out of Tract No. 10, Block No. 7, of the Ysleta Grant, El Paso County, Texas. The matter has been referred to the Pioneer Abstract & Guarantee Title Co., which company guarantees titles to lands purchased by the United States as a prerequisite to payment therefor. The abstract company has rendered its preliminary opinion on the title, dated February 13, 1933, from which it appears that there are certain outstanding matters which will have to be cleared up before the transaction can be closed. There are, for example, taxes unpaid for 1932 in the sum of \$35.01 and water charges for the year 1932 in the sum of \$74.07, being liens against the tract which embraces the .16 of an acre in the contract. There is also an unreleased deed of trust lien for which there must be filed and recorded a proper release.

For your convenience I enclose a copy of the abstract company's statement with a request that you take steps at your early convenience to clear up the payment of these taxes, water charges, and the release of the deed of trust lien so that the transaction may be brought to conclusion.

Very truly yours,

H. J. S. Devries,
District Counsel.

Encl.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

February 13, 1933.

IN REPLY PLEASE REFER TO

NO. 8963

EXAMINER BES

TO United States Reclamation Service,

Attention: Mr. Devries, District Counsel.

IN RE: Purchase from Mrs. A.K.MacNaughton

PROPERTY: 0.16 of an acre out of Tract No. 10, Block No. 7, of the Ysleta Grant, El Paso County, Texas,

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: Mrs. A.K.MacNaughton, (wife of A.K.MacNaughton) as her separate property and estate.

SUBJECT TO:

TAXES: Taxes are unpaid for the year 1932 in the sum of \$95.01. These taxes must be paid.

Water charges are unpaid for the year 1932 in the sum of \$74.07. These charges must be paid.

~~XXXXXXXX~~

1. There is an unreleased Deed of Trust lien from Thomas Jensen and Pearl Jensen to W.C.Denton, Trustee for Mrs. A.W.Shannon, of Record in Book 221, Page 594, Deed of Trust Records, to secure one note for \$10,000.00 payable in monthly installments, etc.,

This lien must be released.

In this connection we might state that according to the Records said Note was secured by a Vendor's Lien retained in the Deed to Jensen, and also by Deed of Trust. The Vendor's Lien has been released, but the Deed of Trust lien was not released. Evidently this was an oversight.

Very truly yours,

B. Schwarz

1933 Feb 17 1933

El Paso, Texas.

January 17, 1933.

County Clerk,

El Paso County,

El Paso, Texas.

Dear Sir:

There is transmitted herewith Land Purchase Contract between the United States and A. K. and Mrs. A. K. MacNaughton, which please record, billing the Bureau of Reclamation with appropriate recording fee. The cloth plat is for your files.

Very truly yours,

H. H. Berryhill,
Chief Clerk.

Encl.

M. H. Allen

619 First National Bank Bldg.,
El Paso, Texas,

January 13, 1933.

Pioneer Abstract & Guarantee Title Co.,
Bassett Tower,
El Paso, Texas.

Gentlemen:

Will you kindly issue title guarantee certificate in favor of the United States, covering a tract of land containing .16 of an acre, the land to be acquired by the United States under contract dated December 28, 1932, between the United States and A. K. MacNaughton et ux.; consideration, \$64.00.

The description is more particularly set forth in said contract, which has been or will shortly be of record and the Rio Grande project office will today supply you with plat showing this tract.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated December 28, 1932, between the United States of America and Mrs. A.K. MacNaughton and A.K. MacNaughton, her husband, is required for purposes authorized by the Act of June 17, 1902 (32 Stat.), namely, for disposal of spoil when cleaning the Juan de Herrera Lateral, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$64.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 12th day of January, 1933.

L. R. Flock,
Superintendent.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 28, 1932, ~~between~~ The United States of America and Mrs. A.K. MacNaughton and A.K. MacNaughton, her husband, 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 12th day of January, 1933.

Geo. W. Hoadley,
Right of Way Agent.

GWH ekr

29 13

El Paso, Texas.

January 3, 1933.

Mrs. A. K. Mac Naughton,
R.F.D. #5, Box 72,
Birmingham, Alabama.

Dear Madam:

We are returning herewith land purchase contract for proper execution by the Notary Public.

You will note that the Notary Public failed to state that she had also taken your husband's acknowledgment. Please have the Notary properly complete the acknowledgment.

In place provided on page one of the contract please state whether the property is community or your separate property.

Very truly yours,

L. R. Fiock,
Superintendent.

Encl.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **25th** day of **December**, 1932, 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 the contracting officer executing this contract~~ **Superintendent, Bureau of Reclamation,**

~~thereto, duly authorized, and subject to the approval of the Chief Engineer, Bureau of Reclamation,~~
and **A. K. MacNaughton**

and **Mrs. A. K. MacNaughton**, his wife, hereinafter styled Vendor,

of **Birmingham**, County of **Jefferson**, State of **Alabama**

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 United States, free of lien or encumbrance, the following-described real estate which is

her **(Homestead, community, separate)** property, situated in the County of **Texas**, State of **Texas**, to wit:

A tract of land lying and situate in the Ysleta Grant, El Paso County, Texas and in the Southeast quarter Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) Section twenty-six (26) Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within Tract ten (10), Block seven (7) on plat of official resurvey of the Ysleta Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 5th day of February, 1932 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 west property line of the land of the grantors and from which point an iron pipe a corner of the land of the grantors bears North twelve degrees (12°) twenty minutes (20') East four hundred twenty-one and eight tenths (421.8) feet; thence South fifty-five degrees (55°) one minute (01') East six hundred twenty-six and nine tenths (626.9) feet to a point on the southeasterly property line of the land of the grantors and from which point a concrete post at the most easterly corner of the land of the grantors and the north corner of Tract eleven (11) Block seven (7) of the said official resurvey of the Ysleta Grant bears North fifty-nine degrees (59°) nineteen minutes (19') fifty-three seconds (53") East one thousand one hundred twenty-five and fifty-five hundredths (1125.55) feet; thence South fifty-two

¹ Strike out clause regarding approval of supervisory officer if not applicable 6-8068

Correct as to Engr. Data
S. M. H.

4. ~~Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.~~

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry on the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

~~Sixty-four and no/100~~..... dollars

(\$ **64.00**), 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 **January 1, 1933** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **January 1, 1933** ; 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 _____ 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. H. Flock
Superintendent, Bureau of Reclamation.

P. O. Address -----

Mrs. A. K. MacNaughton
Vendor.

P. O. Address -----

A. K. MacNaughton
Vendor.

P. O. Address -----

P. O. Address R. F. D. 45, Box 72,
Birmingham, Alabama

Approved: -----

(Date) -----, 193

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 12-28-32
symbol and number, 116r-675; made by Mrs. A. K. MacNaughton and A. K. MacNaughton
(1) amount involved, \$ 64.00; authority No. (or clearing account No.)
purpose Purchase of land

Reference:
(1) For contract obligations in the office of District Engineer (2) Publications upon the subject to file: (a) Original for District

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 January 12, 1933

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.

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

Place El Paso, Texas Date Jan. 13, 1933

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.

R. J. S. Davila, District Counsel.
Inclósures:
Original and 2 copies of this form.
Original and 4 copies of contract.

Place Date

3. On this date the above-described contract was executed, and bond, if any, approved by this office.

 , Chief Engineer.
Place 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.
Inclósures:
Original and copies of this form.
Original and copies of contract.

Place Date

5. On this date the above-described contract was executed, and bond, if any, approved by

Washington, D. C., Date
 , Commissioner.

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-675
(Contract)
Date 12-28-32, 19

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

EL PASO, TEXAS
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to.....dealers.
(b) And by notices posted in public places.

(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)

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

Land required for disposal of spoil when cleaning Juan de Herrera Main Lat.

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 5 of the method of or absence of advertising and in accordance with award of contract lettered B, 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

(Signature of contracting officer)

Superintendent

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

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, Blanche Beall, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that A.K. MacNaughton and Mrs. A.K. MacNaughton

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Mrs. A.K. MacNaughton separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 25th day of December, 1932

[SEAL]

Blanche Beall
Notary Public

My commission expires April 1934

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., _____, 193____ and is duly recorded in Vol. _____ of _____ Page No. _____

By _____ Fees, \$ _____
County Recorder.

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 exact copy of a contract made by me, personally, with A.K. MacNaughton and Mrs. A.K. MacNaughton that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said A.K. MacNaughton and Mrs. A.K. MacNaughton, 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.

T. R. Flock
Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 12th day of January, A. D. 1933
Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6-1-33

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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 28, 1932**, with

Mrs. A.K. MacNaughton and A.K. MacNaughton, her husband

1. State purpose for which the land is required.

**Strip of land required for disposal of spoil when cleaning
Juan de Herrera Main Lateral**

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

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 land 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.

Mrs. A.K. MacNaughton, R.F.D. #5, Box 72, Birmingham, Alabama
A. K. MacNaughton " " " " "

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 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.

No

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; also the amounts and values of the several classes of land.

All cultivated

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Water rights in Juan de Herrera

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

\$400.00 to \$500.00 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.

The purchase of the strip of land described in contract is necessary in order to prevent the spoil when cleaning encroaching upon the land of the contractors and filling up their main farm lateral.

Dated **January 12**, 192**3**

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

(Title) **Right of Way Agent**

In Charge of Negotiations.

Approved:
L R Flock

Superintendent

My. Hordley

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas.

December 23, 1932.

Mrs. A. K. Mac Naughton,
R.F.D. #5, Box 72,
Birmingham, Alabama.

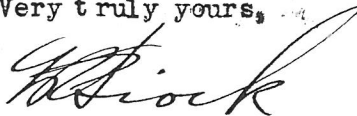
Dear Madam:

Enclosed herewith is land purchase contract for 0.16 of an acre required by the United States Bureau of Reclamation for the straightening and cleaning of the Juan de Herrera Lateral along your southwest property line.

The consideration, \$64.00, is the amount agreed upon between Mrs. Shannon and our representative. It will be necessary to have your signature and also your husband's signature acknowledged before a Notary Public in the space provided for same on the contract.

There is also enclosed a note from Mrs. Shannon.

Very truly yours,



L. R. Flock,
Superintendent.

Encl.

Please find enclosed the contract mentioned above. I trust it has been properly signed.

Mr. Mac Naughton