

280 CRITCHETT, J. C.

WARRANTY DEED

131 MESA DRAIN 0023-0083-0015-00

17-(15) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

that I, J. D. Critchett

of the County of El Paso, State of Texas, in consideration of the sum of

Four hundred eighteen and 60/100 (\$418.60)

DOLLARS,

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

the receipt of which is hereby acknowledged

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

The United States of America

~~of the County of El Paso~~

~~and~~

~~and~~

, 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 about one-half mile northeast of the town of Clint, Texas, in the southeast quarter of section thirty-five (35), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being more particularly bounded and described as follows: Beginning at the southeast corner of the tract of land herein described, which is a point on the property line between property of the Grantor herein and W. T. Cooley, from which the southeast corner of said section thirty-five (35) bears south 55°30' east one thousand eight hundred eighty nine and eight-tenths (1889.8) feet; running thence south 0°38' east three hundred forty-two and six-tenths (342.6) feet on said property line; thence north 26°03' west five hundred seventy-five and five-tenths (575.5) feet; thence north 34°15' west five hundred forty-seven and three-tenths (547.3) feet; thence south 61°55' east on property line between property of the Grantor herein and W. T. Cooley two hundred three and four-tenths (203.4) feet; thence south 76°19' east thirty-eight and two-tenths (38.2) feet to the northeast corner, from which the southeast corner of said section thirty-five (35) bears south 50°0' east two thousand four hundred seventy-six and eight-tenths (2476.8) feet; thence south 34°15' east three hundred thirty-eight and nine-tenths (338.9) feet; thence south 31°46' east two hundred eight-four and six-tenths (204.6) feet, to the point of beginning; said tract of land containing two and six-tenths (2.6) acres, more or less; said tract of land not being homestead property;

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

heirs and 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

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

WITNESS my hand at El Paso, Texas, this 9th day of

August

A. D. 1918.

Witnesses at Request of Grantor

J D CRITCHETT

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
J C Critchett

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 9th day of August A. D. 1918

(SEAL)

GEO W HOADLEY

My com exp June 1 1919

Notary Public.

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 9 day of August, A. D. 1918 with its certificate of authentication, was filed for record in my office this 10 day of August A. D. 1918, at 5:35 o'clock P. M. and duly recorded the 13 day of August A. D. 1918 at 9:20 o'clock A. M. in the records of said County, in Volume 323 on pages 443

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 M WOODARD, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

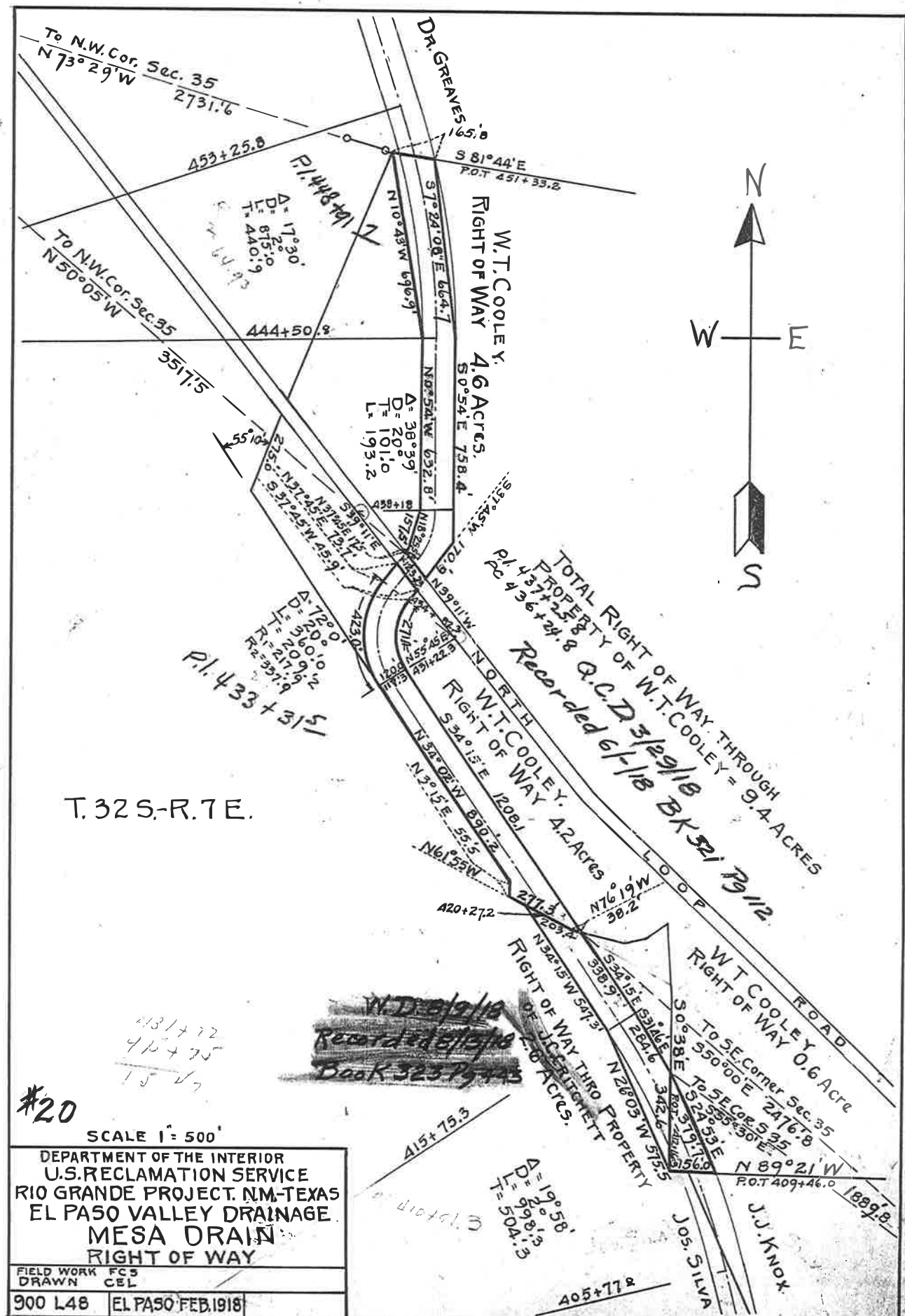
Filed for record _____ 191_____

at _____ o'clock _____ M.

Clerk, County Court, El Paso County, Tex.

By _____ Deputy.

ELLIS BROS. PRINTING CO., EL PASO



REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

July 15, 1918

191 , with

J C Critchett

for the purchase of land required for

El Paso Valley mesa drain right of way

purposes,

Rio Grande

Project,

El Paso

County,

Texas.

1. State description and approximate area of land to be conveyed.

2.6 acres in S&T sec. 35, T 32 S, R 7 E, U.S.R.S. survey.

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.

Texas land - not U. S. public land.

The land is not homestead property.

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.

J. C. Critchett and Ada L. Critchett, husband and wife

801 Arizona Street, 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.

Owners.

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 stock-subscription contract between waterusers' association and Vendor.

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 right of way taking is in alfalfa.

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.

All irrigable under Rio Grande project water rights.

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

\$150 to \$175

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.

Drain cuts up part of main tract, leaving 1.7 acres on east side of drain and a narrow strip of land between the county road and the drain on the west side.

The above is a correct statement of the information procured.

Dated

July 15

191**8**

(Signature) **GEO W ROADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved:

L M LAWSON

Project Manager.

Project Manager

THIS AGREEMENT, made the 15th day of July,

nineteen hundred and eighteen, between J C Critchett

~~XXXX~~ XXXX, his wife, of El Paso

County, Texas, for him f is heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. Lawson, Project Manager,

United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land situated about one-half mile northeast of the town of Clint, Texas, in the southeast quarter of section thirty-five (35), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being more particularly bounded and described as follows:

Beginning at the southeast corner, a point on the property line between property of the Vendor and W. T. Cooley, from which the southeast corner of said section thirty-five (35) bears south 55°30' east one thousand eight hundred eighty-nine and eight-tenths (1,889.8) feet; running thence south 0°38' east three hundred forty-two and six-tenths (342.6) feet on said property line; thence north 26°03' west five hundred seventy-five and five-tenths (575.5) feet; thence north 34°15' west five hundred forty-seven and three-tenths (547.3) feet; thence south 61°55' east on property line between property of the Vendor and W. T. Cooley two hundred three and four-tenths (203.4) feet; thence south 76°19' east thirty-eight and two-tenths (38.2) feet to the northeast corner, from which the southeast corner of said section thirty-five (35) bears S 50°0' east two thousand four hundred seventy-six and eight-tenths (2,476.8) feet; thence south 34°15' east three hundred thirty-eight and nine-tenths (338.9) feet; thence south 31°46' east two hundred eighty-four and six-tenths (284.6) feet, to the point of beginning; said tract of land containing two and six-tenths (2.6) acres, more or less., and not being homestead property.

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 Four hundred eighteen 60/100 (\$418.60)

.....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

July 15, 1918.

.....notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until July 15, 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

of ~~twenty-four~~ 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 contractor 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 :

J C CRITCHETT

of.....

Vendor.

of.....

L H FARREN

of.....

For and on behalf of the United States.

of.....

STATE OF **Texas**
COUNTY OF **El Paso** } ss :

I, **Geo W Hoadley**, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **J C Critchett**

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

signed, sealed, and delivered said instrument of writing as **his** 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 **15th** day of **July**, 191**8**

[SEAL.]

June 1st 1919

Geo W Hoadley
Notary Public

My commission expires.....

Approved....., 191.....

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 15, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J. C. Critchett, in SE $\frac{1}{4}$ sec. 35, T 32 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

POSSESSORY CERTIFICATE.

El Paso, Texas, August 28, 1918.

State of Texas, County of El Paso, ss:

I, J. C. Critchett, of El Paso, Texas, do solemnly swear
for more than twenty years ^{I have} been in actual, sole, and exclusive
possession of certain land described in warranty deed dated
August 9, 1918, running from myself to the United States of America,
said land being in southeast quarter of section 35, T. 32 S., R.
7 E., United States Reclamation Service survey, El Paso County,
Texas, I at present being in such possession and claiming to be
the owner thereof and of the improvements thereon, and no person
claiming a right in such land adverse to myself is now or has been
in possession of any part of said land during the period stated.

J C CRITCHETT

Subscribed and sworn to before me at El Paso, Texas, this
28th day of August, A. D. 1918. My commission expires June 1,
1919.

GEO W HOADLEY Notary Public In and For County
of El Paso, Texas.

I hereby certify that upon personal inquiry made at the
office of the tax collector for El Paso County, Texas, on August
28, 1918, I was informed that all taxes due and payable on the
above described land were paid.

C F HARVEY

Asst. Dist. Counsel.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated July 15, 1918, with J. C. Critchett, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the El Paso Valley mesa drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$418.60, 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,

July 15, 1918.

El Paso, Texas,
Dec. 4, 1918.

Mr. J. C. Critchett,
801 Arizona Street,
El Paso, Texas.

Dear Sir:

I am sending herewith tax receipts, which you
will probably want to keep.

I have today returned to Judge Hunter the abstract
of title, which we used in connection with this purchase.
You will recall that you at first thought this abstract
might be in the hands of the bank. The bank referred me
to Judge Hunter, however, who had it.

Yours very truly,

C. F. HARVEY

Assistant District Counsel.

Enc 1

El Paso, Texas, November 27, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is release deed dated November 26, 1918, running from Rio Grande Bank & Trust Co. to J. C. Critchett.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

Contract 7/15-18 with J C Critchett

Mesa drain

El Paso, Texas, November 6, 1918.

Mr. J. C. Critchett,
801 Arizona Street,
El Paso, Texas.

Dear Mr. Critchett.

Yesterday I asked the Stewart Title Guaranty Company in regard to your papers and was informed that a release was to be executed, and I understand that the instrument was in your hands or else you had undertaken to secure its execution. This appears to be holding up issuance of the title guaranty and I am calling the matter to your attention in order that you may take such steps as you can to clear the title before you leave El Paso, as you stated you might do. It may be that I have overlooked this matter, but there is nothing in our files to indicate that this office has prepared a release, and I think that you may have been relying upon some third party to execute and return to the Stewart people the necessary paper, which has evidently not been done.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, September 17, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Referring to recent correspondence in regard to the J. C. Critchett title, this is to advise that we have secured abstract of the land affected by our right of way, and the abstract is inclosed herewith. With reference to the plat shown at the beginning of abstract No. 6018, you are advised that the canal right of way deeded to the United States by Mr. Critchett runs from the north of the tract shown by red lines, beginning at the point designated "Old River," to the southeast, leaving this tract on the easterly side near the southeast corner of the Jesus Arroyos tract, again following the old river.

The abstract is the property of Mr. Critchett, and we must, of course, return it to him when you have finished with it.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, September 7, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Under date of August 9 we ordered title guaranty for J. C. Critchett. This gentleman has called at our office several times to inquire as to final settlement and we have informed him that we were expecting the title guaranty would soon be delivered. If you are having trouble with this title, we shall be glad to assist in the matter if there is anything we can do. Kindly advise when we may expect the guaranty.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, August 10, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated August 9, 1918, running from J. C. Critchett to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 9, 1916.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is blueprint showing right of way through property owned by J. C. Critchett. We are to-day sending a warranty deed to Mr. Critchett, which will be duly recorded when executed, conveying this land to the United States. Kindly prepare title guaranty for the land shown on the blueprint, which is about one-half mile northeast of the town of Clint.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 9, 1918.

Mr. J. C. Critchett,
801 Arizona Street,
El Paso, Texas.

Dear Sir:

Pursuant to your instructions given in this office yesterday, we are ordering a title guaranty.

Upon receipt of tax bill, we shall be glad to pay such taxes as are due, making deduction therefor, in the same manner as for the title guaranty.

Inclosed is warranty deed, which please execute and return to this office at your early convenience. By calling at this office you can acknowledge execution of this deed here and thus avoid payment of a notary's fee.

This deed must be recorded before the title guaranty company can deliver their guaranty contract, but the deed will, of course, be accepted only upon satisfactory title appearing to the guaranty company. Otherwise, we will call upon you for the necessary instruments that may be required to clear the title.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 5, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are the following contracts.

Contract dated July 15, 1918, between J. C. Critchett and the United States. El Paso Valley mesa drain.

Contract dated July 15, 1918, between J. B. Akers and Hope Akers and the United States. Salitral canal.

Contract dated July 5, 1918, between Leopoldo Acosta and the United States. Ysla lateral, Schedule 1.

Contract between Andreas Martinez and the United States, dated July 17, 1918. San Elizario wasteway.

Very truly yours,

P W DENT CPH.

District Counsel.

4 incs.

El Paso, Texas, August 5, 1918.

Mr. J. C. Critchett,
801 Arizona Street,
El Paso, Texas.

Dear Sir:

You are informed that the contract dated July 15, 1918, in which you agreed to convey to the United States a certain right of way for the El Paso Valley mesa drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guaranty Company to accept their guaranty contracts instead of making our own examination of title. The charge for this guaranty would be about \$10, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

It will of course be necessary that all taxes are paid up to date before the United States can accept your deed, and your attention is directed to this matter.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,
P W DEWITT CPH
District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, July 15, 1918, 19

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated **July 15 1918** **El Grande** Project.

Executed by **J C Orishett**

With **L M Larsen, Project Manager.**

Estimated amount involved, \$ **415.65** (See Reverse, Par. 3.)

Purpose of agreement: **Purchase of land for right of way for El Paso Valley main drain.** Authority No. **6-5.**

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager at **El Paso, Texas, and District Council**

at **El Paso, Texas,** of the approval of the above.

Encls. **Original & 3 copies contract.
Rept. on land agreement.
Certificate of recommendation.
2 blueprints.**

L M LARSEN

(Signature.)

Denver, Colo., **July 22, 1918**

It is recommended that the above-described contract be approved

R. W. WALTER

Inclosures:

Orig & 2 copies of contract.

" " **2** copies of form letters of transmittal.

" **Report on land agreement**

" **Cert. of necessity**

1 blue print.

Acting Chief of Construction.

Washington, D. C., **JUL 30 1918**

Contract (and bond, if any), was approved by **Morris Bien, Acting Director**

Original enclosed for record
and further appropriate action

on **JUL 30 1918**

JUL 26 '18 84781

Morris Bien, Acting Director