

780

GUEDIMAN, FELIX S.

WARRANTY DEED

131

MESA DRAIN

0023-00

-0019-00

7-(19) TEXAS

780

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, **Felix S. Guediman**, a single man

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

One hundred and nineteen and 00/100 (\$119.00) - - - - - 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) and acts amendatory thereof or supplementary thereto,

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, State of Texas, in consideration of the sum 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 approximately 3 miles northwest of the town of Yleta, El Paso County, Texas in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15 Township 31 South, Range 6 East, U. S. Reclamation Service survey, being also in the Yleta Grant and more particularly described as follows: Beginning at a point which is the most westerly corner of the tract of land herein described, said point being corner common to land of Grantor herein, Mrs. M. G. Brazell, C. Telles and F. Provencio and from which point the southwest corner of said Sec. 15 bears S. 55°46'25" W. 2585.9 feet; thence N. 78°30' E. 119.8 feet along property line between land of Grantor herein and C. Telles to a point on a curve with a radius of 453.06 feet, the tangent of which curve at said point bears S. 79°35'06" E; thence in a southeasterly direction and to the right along said curve a distance of 100.43 feet, measured on 100.0 foot chords; thence S. 66°51'30" E. 82.25 feet to a point on a curve with a radius of 849.0 feet, the tangent of which curve at said point bears S. 71°45'55" W.; said point being on the northwesterly right of way line of the Juan de Herrera Lateral Branch "A"; thence in a southwesterly direction and to the left along said curve which is the north westerly right of way line of Branch "A" of said Juan de Herrera Lateral, a distance of 83.91 feet based on 100.0 foot chords; thence S. 66° 06' W. 102.8 feet; thence to the left along a curve with a radius of 746.77 feet, a distance of 42.81 feet, based on 100.0 foot chords, to a point marked by a concrete monument at the intersection of the property line between land of the Grantor herein and F. Provencio; with the northwesterly right of way line of said Branch "A" of the Juande Herrera Lateral, the tangent to the curve at said last mentioned point bearing S. 62°48'48" W, and from which the southwest corner of Sec. 15 bears S. 59°05'40" W. 2583.2 feet; thence N. 31°31'30" W. 149.82 feet along property line between land of Grantor herein and F. Provencio to point of beginning; said tract of land containing fifty-two hundredths (0.52) acre, more or less.**

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, its successors or

~~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, its successors or

~~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 **2d** day of **August**, A. D. 19**20**.

Felix S Guediman

Witnesses at Request of Grantor

50 cents in U.S. Doc. Rev.

Stamps affixed and cancelled.

Correct as to Lightening

Correct as to Lightening

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 Felix Guediman,

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 3d day of August A. D., 1920

(SEAL)

GEO. W. HOADLEY

My com exp June 1 1921

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. 19

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 3 day of August A. D. 1920 with its certificate of authentication, was filed for record in my office on 4 day of August A. D. 1920 at 11:05 o'clock A. M. and duly recorded the 6 day of August A. D. 1920 at 1:08 o'clock P. M. in the records of said County, in Volume 364 on Pages 46

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

W D Greet

Clerk County Court, El Paso County, Texas.

(SEAL)

W P---

By Deputy

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 19

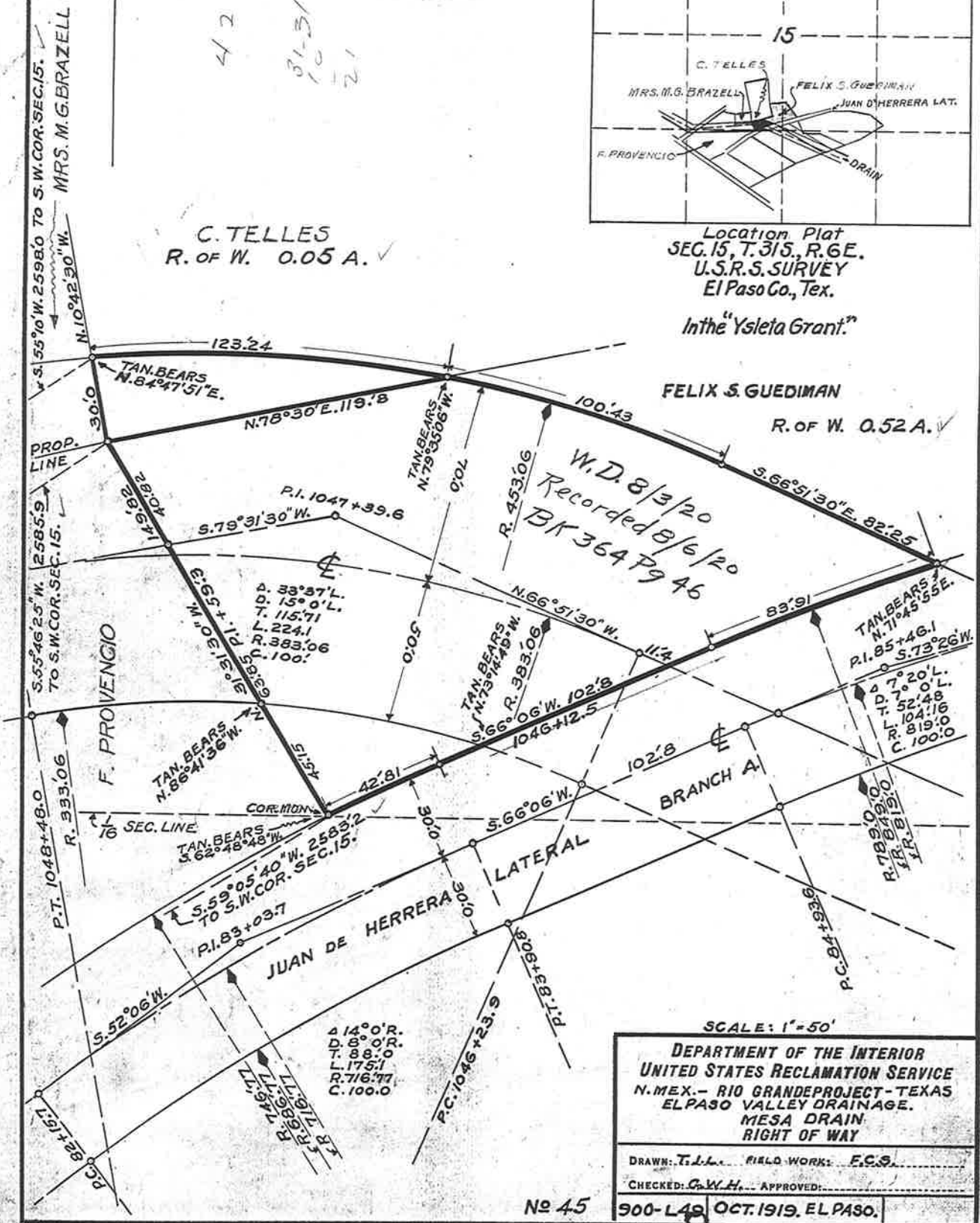
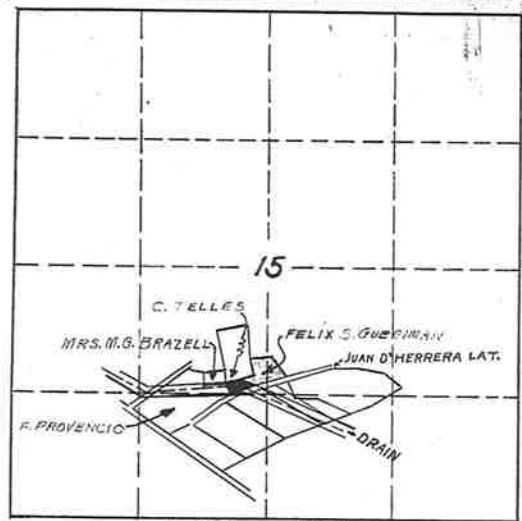
at o'clock M.

Clerk County Court, El Paso County, Texas.

By Deputy

ELLIS BROS. PRINTING CO., EL PASO

Note: Curve Lengths based
on 100' Chord lengths



REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **June 3** 19**20**, with
Felix S. Guadiman, a single man,
for the purchase of land required for **mesa drain, El Paso Valley,**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **0.52 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$
sec. 15, T. 21 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 part of Yaleta (Mexican) Grant; not founded on United States public-land patent; no United States public land in State of Texas.

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.

Felix S. Guadiman, single man, 111 $\frac{1}{2}$ South El Paso 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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Owner, as above stated, is in possession. No tenants or leases.

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 holding land, made with water users' assoc. (now District); right of way not being invoked.

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 of this right of way was in orchard:

0.52 acre at \$200. \$104.00.

Small adobe building,

15.00
\$119.00, amount named in contract.

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; all irrigated; water rights are those usual with Rio Grande project lands in the El Paso valley.

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

\$300 to \$600 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.

This tract of land, originally not a large one, has been greatly depreciated in value by reason of construction of the drain. Drain will be of general benefit to the community.

Dated El Paso, Texas, June 4 1920

(Signature) _____ GEO W HOADLEY

(Title) _____ Field Assistant.

In Charge of Negotiations.

Approved:

L H LARSON

Project Manager.

AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF _____

} ss:

I hereby certify that this instrument was filed

for record at my office at _____ o'clock _____ M.,

_____, 191____, and is duly

recorded in Book 358, Page No. 474

By _____

Fees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____

} ss:

COUNTY OF _____

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

U. S. B. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D., 191 ____

My commission expires _____

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

Inclosures:

Original and **4** copies of form letter of transmittal.
Original and **3** copies of contract
" " **1** copy certificate of recommendation.
" " **1** copy report on land agreement.
2 blueprints.

Remarks:

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

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

Witnesses:

Felix S. Guediman

of

Vendor.

of

The United States of America,
L M LAWSON

of

By

Project Manager

U. S. R. S.

of

Texas

STATE OF

El Paso

COUNTY OF

ss:

I,

Geo. W. Hoadley

Notary Public

in and for said county, in the State aforesaid, do hereby certify that Felix S. Guediman

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

his

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 declare that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.~~

3rd

June

20

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

GEO. W HOADLEY

[SEAL.]

June 1, 1921.

My commission expires

Notary Public

Approved this day of 191

Comptroller, U. S. R. S.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas. JUN 4- 1920
(Place) (Date)

Project Manager to Chief of Construction, thru District Counsel.

~~Execution~~
Subject: Forwarding for approval contract dated June 3, 1920.

With Felix S. Guediman

Estimated amount involved, \$ 119.00

Authority No. 6-5
or Clearing Acct.

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond)

No bond

Purpose:

Purchase of .52 acres of land for Hens Drain.

~~(Incl. Enclosures)~~

Advise Project Manager at El Paso, Texas

(Post office and State)

District Counsel at El Paso, Texas.

(Post office and State)

and Chief Engineer, Denver, Colorado.
execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

L M LAWSON

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 15, Page 206, Vol. 1 of Manual.

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on
Chief of Construction.

Denver, Colo. June 9, 1920.

Chief ~~Engineer~~ ~~in Construction~~ to Director:

It is recommended that the above described contract be
~~executed~~
approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter,
" contract,
" report on land agreement,
" certificate of necessity,
1 Blueprint, 900-L49, October 1919.

ORIGINAL CONTRACT TO BE
RETURNED TO PROJECT
OFFICE FOR RECORDATION
AND FURTHER PROPER ACTION.

OHAS. P. WILLIAMS

(Signature)

Washington, D. C. JUN 17 1920

Contract approved and bond, if any, approved by

on JUN 17 1920

Morris Bien.

Assistant Director

Original enclosed to ~~PM~~ for record,
AND FURTHER APPROPRIATE ACTION

JUN 19 1920 12830

Original enclosed to ~~PM~~ for record,
AND FURTHER APPROPRIATE ACTION

AND WHEREAS, by agreement dated June 3, 19120 between the United States of America and the said Felix S. Guediman
the said Felix S. Guediman

agreed to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project

free of all existing liens or encumbrances, which land is described as follows: **A tract of land situated approximately 3**
miles northwest of the town of Ysleta, El Paso County, Texas in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, Township 31 South, Range 6 East, U. S. Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at a point which is the most westerly corner of the tract of land herein described, said point being corner common to land of Grantor herein, Mrs. M.G. Brazell, C. Telles and F. Provencio and from which point the southwest corner of said Sec. 15, bears S. 55°46'25" W. 2585.9 feet; thence N. 78°30' E. 119.8 feet along property line between land of Grantor herein and C. Telles to a point on a curve with a radius of 453.06 feet, the tangent of which curve at said point bears S. 79°35'06" E; thence in a southeasterly direction and to the right along said curve a distance of 100.43 feet, measured on 100.0 foot chords; thence S. 66°51'30" E. 82.25 feet to a point on a curve with a radius of 849.0 feet, the tangent of which curve at said point bears S. 71°45'55" W.; said point being on the northwesterly right of way line of the Juan de Herrera Lateral Branch "A"; thence in a southwesterly direction and to the left along said curve which is the northwesterly right of way line of Branch "A" of said Juan de Herrera Lateral, a distance of 83.91 feet based on 100.0 foot chords; thence S. 66°06'W. 102.8 feet; thence to the left along a curve with a radius of 746.77 feet, a distance of 42.81 feet, based on 100.0 foot chords, to a point marked by a concrete monument at the intersection of the property line between land of the Grantor herein and F. Provencio; with the northwesterly right of way line of said Branch "A" of the Juan de Herrera Lateral, the tangent to the curve at said last mentioned point bearing S. 62°48'48" W. and from which the southwest corner of Sec. 15 bears S. 59°05'40" W. 2583.2 feet; thence N. 31°31'30" W. 149.82 feet along property line between land of Grantor herein and F. Provencio to point of beginning; said tract of land containing fifty-two hundredths (0.52) acre, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That We, the said Lauro

Dominguez and Martina Dominguez

for and in consideration of the premises and of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the said Felix S. Guediman, his

heirs and assigns, all and singular, the property and premises herein last above described, forever free and quit of the above named encumbrance, expressly reserving, however, all rights under the said vendor's lien against all the remaining described land in the same manner and effect as if this release had never been executed.

IN TESTIMONY WHEREOF, we, the said Lauro Dominguez and
Martina Dominguez have hereunto
 subscribe d our name sthis, the 3d day of August, A. D. 19120.

Signed, sealed, and delivered in the presence of—

Lauro Dominguez

Victor de Castro

Martina Dominguez

(Her X Mark.)

H de Castro

STATE OF Texas }
 COUNTY OF El Paso } ss.

On this 3d day of August, 1920,
 before me personally appeared Lauro Dominguez

_____ to me known
 to be the person described in and who executed the foregoing instrument, and acknowledged that
he executed the same as his free act and deed, and for the purposes and
 consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
 in this certificate first above written.

GEO W HOADLEY

Notary Public, El Paso County
Texas.

My commission expires June 1 1921

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
ed Martina Dominguez, wife of Lauro Dominguez, known to me to
be the person whose name is subscribed to the foregoing instru-
ment, 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 Martina Dominguez, 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 3rd day of
August A.D. 1920.

(SEAL)

My com exp June 1 1921

GEO W HOADLEY

Notary Public in and for
El Paso County, Texas.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated June 3, 1920, with Felix S. Guediman, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder \$119.00, 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.

June 3, 1920.

POSSESSORY CERTIFICATE.

Rio Grande Project
El Paso, Texas, June 3, 1920.

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 Felix S. Guediman in, the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section fifteen (15) Township thirty-one (31) South, Range Six (6) East United States Reclamation Service survey and in the Ysleta Grant, County of El Paso, State of 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.

RELEASE UNDER

STATE OF Texas
COUNTY OF El Paso

WHEREAS, on the 8th day of March, A. D. 191 9,

Lauro Dominguez and Martina Dominguez, his wife

of Ysleta

County of El Paso, State of Texas, did execute,
acknowledge, and deliver to Felix S. Guediman

of Ysleta, County of El Paso

State of Texas, a certain warranty deed

duly recorded in the records of El Paso County, Texas

in Book _____, page _____, all that certain tract or parcel of land, lying and being

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

described as follows, to-wit:

A tract of land containing 2.8 acres more or less, more fully described in the said warranty deed, to which reference is made for the purposes of this release; an

AND WHEREAS, a vendor's lien was retained upon the said described land to secure certain payments of cash to be made as part consideration therefor, and more fully set out in the said warranty deed;

12-15.
Approved May 27, 1910, by the
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made this 3rd day of June

nineteen hundred and twenty, between Felix S. Guediman, a single man

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, of El Paso

County, Texas, for him self, his heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

L. M. Lawson, Project Manager of the 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 dollar (\$1.00), 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

A tract of land situated approximately three (3) miles Northwest of the town of Ysleta, El Paso County, Texas in the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section fifteen (15) Township thirty-one (31) South, Range Six (6) East United States Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at a point which is the most westerly corner of the tract of land herein described, said point being corner common to land of Vendor, Mrs. M. G. Brazell, C. Telles and F. Provencio and from which point the Southwest corner of said Section fifteen (15) bears South 55°46'25" West two thousand five hundred eighty-five and nine tenths (2585.9) feet; thence North 78°30' East one hundred nineteen and eight tenths (119.8) feet along property line between land of Vendor and C. Telles to a point on a curve with a radius of four hundred fifty-three and six hundredths (453.06) feet, the tangent of which curve at said point bears South 79°35'06" East; thence, in a southeasterly direction and to the right along said curve a distance of one hundred and forty-three hundredths (100.43) feet, measured on one hundred (100.0) chords; thence South 66°51'30" East, eighty-two and twenty-five hundredths (82.25) feet to a point on a curve with a radius of eight hundred forty-nine and no tenths (849.0) feet, the tangent of which curve at said point bears South 71°45'55" West; said point being on the northwesterly right-of-way line of the Juan de Herrera Lateral Branch "A"; thence in a southwesterly direction

and to the left along said curve which is the northwesterly right of way line of Branch "A" of said Juan de Herrera Lateral, a distance of eighty-three and ninety-one hundredths (83.91) feet based on one hundred (100.0) foot chords; thence South 66° 06' West one hundred two and eight tenths (102.8) feet; thence to the left along a curve with a radius of seven hundred forty-six and seventy-seven hundredths (746.77) feet, a distance of forty-two and eighty-one hundredths (42.81) feet, based on one hundred (100.0) foot chords, to a point marked by a concrete monument at the intersection of the property line between land of Vendor and F. Provencio; with the northwesterly right of way line of said Branch A of the Juan de Herrera Lateral, the tangent to the curve at said last mentioned point bearing South 62°48'48" West, and from which the Southwest corner of said Section fifteen (15) bears South 59°05'40" West two thousand five hundred eighty-three and two tenths (2583.2) feet; thence North 31°31'30" West one hundred forty-nine and eighty-two hundredths (149.82) feet along property line between land of Vendor and F. Provencio to point of beginning; said tract of land containing fifty-two hundredths (0.52) acre, more or less.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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 nineteen 00/100 (\$119.00) - - - - -

..... 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 June 3, 1920

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

herein provided, and may harvest and retain the crops thereon until June 3, 1920; 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 by the Comptroller or Director and Chief Engineer of the Reclamation

Service, 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. In consideration of the premises, the Vendor further agrees, before the money or other consideration herein named shall be paid by the United States, to furnish at his own expense title guaranty certificate issued by a title guaranty company to be designated by the United States, guaranteeing the title to the land herein agreed to be conveyed to be in the United States and otherwise in form acceptable to the United States, or, at the option of the United States, to otherwise show perfect title; Provided, That if the Vendor fails or refuses to furnish such title guaranty certificate within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such title guaranty certificate may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price; and it is understood and agreed between the parties hereto that the United States will bear the expense of any and all abstracts of title which are necessary for the use of the title guaranty company in issuing the title certificate: Provided, That if the Vendor has at his disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

11. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him, hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid; Provided, However, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

El Paso, Texas, August 3, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are
warranty deed dated August 3, 1920, running from Felix
Guedimen to the United States and release of same date
running from Lauro Dominguez et ux. to Felix Guedimen.

Very truly yours,

P W DENT

District Counsel.

inals.

El Paso, Texas,
July 27, 1920.

Mr. Felix Ouedinan,
1114 South El Paso St.,
El Paso, Tex.

Examination has been made of title to the land to be acquired by the United States for the Mesa Drain and we find that good title, unincumbered, will vest in the United States upon execution by yourself of proper warranty deed, and execution by Lauro Dominguez and Martina Dominguez, his wife, of a release of the vendor's lien which these parties retained in the deed when this property was granted to you.

Form of deed is enclosed herewith, which please sign and acknowledge before a notary public. If you will call at our office the notary here will be pleased to take your acknowledgment without charge. The deed must have affixed a U. S. documentary revenue stamp for 50¢ which it is customary for the grantor to supply and which please do not overlook.

The release running from Lauro Dominguez and his wife should be signed by both of these parties and duly acknowledged. Wife's separate acknowledgment appears on the page by itself. In asking these parties to release the lien, it will probably facilitate matters if you explain to them carefully that the release runs only to the small area of .52 acre which it is necessary for the United States to acquire, but that it does not run to the entire acreage to which the lien applies.

All taxes must be paid up to date before the United States can make final settlement with you, and we are calling this feature of the transaction to your attention particularly, in order that, if there are any outstanding taxes, you may see that they are paid.

Very truly yours,

P W DEBT

Encl.

District Counsel.

El Paso, Texas, June 21, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated June 3, 1920, between Felix S. Guadiana and the United States.

Very truly yours,

F W DEET

District Counsel.

incl.

El Paso, Texas, June 21, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen :

Please furnish title certificate for 0.52 acre of land in NE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 15, T. 31 S., R. 6 E., more particularly described in attached blueprint and in contract with Felix S. Guediman, dated June 3, 1920, which we are to-day sending for record. Abstract of title and application for certificate are also inclosed. The abstract shows good title, unincumbered, in this party, according to our examination, and we believe there will be ^{no} difficulty in issuing the title certificate. Do what abstracting work is necessary to bring the title down to date, and bill same to the Reclamation Service, together with your charge for the certificate.

Very truly yours,

P W DEET

District Counsel.

incls.

El Paso, Texas,
October 2, 1920.

Mr. Felix Guediman,
111 $\frac{1}{2}$ South El Paso Street,
El Paso, Texas.

Dear Sir:

The papers concerning land purchase made from you have been completed and we are to-day sending them to the voucher department. In a few days you will receive a voucher, which please sign and return, and soon thereafter check will be drawn to your order.

We are returning herewith your abstract, Pioneer No. 18142, and also tax receipts.

Very truly yours,

P W DENT

District Counsel.

incl. abstract.
2 tax receipts.

CERTIFICATE.

This is to certify in regard to a tract of land containing fifty-two hundredths (.52) acre purchased from Felix Guediman under agreement to sell with this party dated June 3, 1920:

That the copy of the tax statement contained in the title guaranty for the said land has been compared with the original tax statement in Pioneer Abstract No. 18142 and found to be a correct copy; that subsequent to the rendition of said tax statement the said Felix Guediman has paid his taxes as evidenced by tax redemption receipt dated May 19, 1920, which covers taxes for the years 1908 to 1913 inclusive, and for the year 1915, and which payment is further evidenced by the endorsement upon the tax statement in the abstract over the signature of the County Tax Collector, and that the taxes for the year 1919 were paid under date of March 1, 1920, also as evidenced by the said endorsement over the signature of the Tax Collector, and that the above showing as to taxes relates to the lands, a portion of which was taken by the United States under the said agreement to sell; and that as to taxes for the years 1920, which taxes were not assessed at the date of warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910, (D-11479) holds that as to the United States, which is a party exempt from taxation by state authority, if property is acquired while the proceedings are in fieri, by one exempt from taxation, the taxing proceeding is arrested and a tax though subsequently levied is not a lien effectual against the title.

El Paso, Texas,

SEP 30 1920

P W DENT

District Counsel.

The inclosures with this land purchase are as follows:

- Orig. agreement to sell dated June 31, 1920.
- Warranty deed and 1 copy with 2 blueprints.
- Title guaranty.
- Orig. and 1 copy affidavit as to possession.
- 1 copy each letters April 11, 1918, and June 26, 1918.
- Chief Counsel to D. C. El Paso.
- Orig. possessory certificate.
- Extra copy above certificate.

(Reference is made to letter March 26, 1920, from Dr. to C. of C., in regard to land purchase from J. W. Johnson, Rio Grande project.)

State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Felix Guediman, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is El Paso, Texas; that he is the same party who executed a contract with the United States of America dated June 3, 1920, agreeing to convey to the United States a certain right of way containing 0.52 acre of land, more or less, in the northeast quarter of the southwest quarter of section fifteen, township thirty-one south, range six east, United States Reclamation Service Survey, in El Paso County, Texas, and being also in the Yaleta Grant, in said contract more fully described; and that prior to and including the date of said contract, for a period of three (3) years, he, affiant, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part, under title, cultivating, using, and enjoying the said entire tract and having the said entire tract of land during all of said period of time under fence and thereby segregated from all adjoining lands.

(sgd.) Felix Guediman

Sworn to and subscribed before me this 11th
day of August, A. D. 1920.

(SEAL)

(sgd.) Geo. W. Hadley
Notary Public In and For El
Paso County, Texas.

My com. exp. June 1, 1921.

El Paso, Texas, August 6, 1920.

Mr. Felix Guediman,
111 1/2 South El Paso Street,
El Paso, Texas.

Dear Sir:

The Pioneer Abstract and Guarantee Title Company has delivered the title certificate for your land and the warranty deed running to the United States has been filed for record. The tax certificate accompanying the title guaranty shows the following taxes to be unpaid:

1908	\$0.41
1909	2.92
1910	1.56
1911	1.87
1912	2.49
1913	2.97
1915	3.53
1919	(questioned)

As stated in a former communication, back taxes must be paid up before the Government can make final settlement. We trust you can find time to attend to this matter without delay.

There is inclosed an affidavit as to your possession of the land, which is a paper necessary in the case by reason of the fact that the title guaranty does not go to adverse possession or conflict of boundaries. Kindly sign this affidavit and, if you can call at our office, the notary here will be glad to take the oath without charge to you.

Thanking you for your past attention and trusting that the taxes will receive due attention, we are.

Very truly yours,

P W DEBT

District Counsel.

incl.

Blue

El Paso, Texas, August 3, 1920.

Pioneer Abstract and Guarantee Title Company,
El Paso, Texas.

Gentlemen:

Inclosed herewith is warranty deed running from Felix Guediman to the United States, dated August 3, 1920, together with release of vendor's lien running from Laura Dominguez et ux. to the Government grantor. There is also attached a letter of transmittal to the county clerk for recordation of these instruments.

If you now find title in satisfactory condition, kindly file the deed and release for record and supply title certificate in due course.

Very truly yours,

P W DENT

District Counsel.

incls.