

WEBB, J. E. et. ux. Virgie E.

WARRANTY DEED

MESA DRAIN (17)

0023-0087-0042-00

21-(42) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

I know all men by these presents:

J. E. Webb and Virgie E. Webb, his wife

L-48 #1E

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

Three hundred forty-one and no/100-----6666----- 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 and 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~~

~~and~~

~~of~~

, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

Two tracts of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the Southwest quarter Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) Section thirty-three (33) Township thirty-three (33) South, Range eight (8) East, Bureau of Reclamation Survey, being also within Tract thirteen (13) Block one (1), on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Tract No. 1 : Beginning at the point of intersection of the line between tracts twelve (12) and thirteen (13) Block one (1) of said official resurvey of the Mainland San Elizario Grant, with the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, which is the property of the United States and from which point El Paso County Road Monument No. 32 in the center line of State Highway number one (1) bears North sixty six degrees eighteen minutes East (N66°18'E) seventy-nine and seventy-four one hundredths (79.74) feet and South thirty-nine degrees forty-four minutes East (S39°44'E) four hundred sixty and nine-tenths (460.9) feet; thence South thirty-nine degrees sixteen minutes thirty seconds East (S39°16'30"E) along the said southwesterly right of way of the Mesa Drainage Canal one hundred twenty-six and one tenth (126.1) feet to the point of intersection with the northeasterly right of way line of the Cuadrilla-Fabens county road; thence North fifty-six degrees forty-one minutes West (N56°41'W) along said northeasterly right of way line of the Cuadrilla-Fabens County Road one hundred forty-four and eight-tenths (144.8) feet to a point on the line between Tracts twelve (12) and thirteen (13) Block one

(1) of said official resurvey of the Mainland San Elizario Grant and from which point an iron pipe bears South sixty six degrees eighteen minutes West (S66°18'W) one hundred and eighty-six (186.0) feet; thence North sixty-six

degrees eighteen minutes East (N66°18'E) along the line between said tracts twelve (12) and thirteen (13) Block one (1) forty-five (45.0) feet to the point of beginning, said tract containing six hundredths (0.06) of an acre more or less, all as shown on plat attached hereto and made a part hereof.

Tract No. 2 : Beginning at an iron pipe at the intersection of the line between Tracts thirteen (13) and fourteen (14) Block one (1) with the southwesterly right of way line of the Mesa Drainage Canal, the property of the United States, and from which point El Paso County Road Monument number thirty-two (32) in the center line of State Highway number one (1) bears North sixty-six degrees eighteen minutes East (N66°18'E) eighty-three and forty-five hundredths (83.45) feet and South thirty-nine degrees forty-four minutes East (S39°44'E) fourteen (14.0) feet; thence South sixty-six degrees eighteen minutes West (S66°18'W) along the line between said Tracts thirteen and fourteen (13 and 14) Block one (1) of the official resurvey of the Mainland San Elizario Grant fifty-one and seventy-five hundredths (51.75) feet; thence North thirty-nine degrees forty-four minutes West (N39°44'W) two hundred seventy-two and three-tenths (272.3) feet to a point on the southwesterly right of way line of the Cuadrilla-Fabens County Road; thence South fifty-six degrees forty-one minutes East (S56°41'E) along said southwesterly right of way line of the Cuadrilla-Fabens County road one hundred seventy-three and nine-tenths (173.9) feet to a point on the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, the property of the United States; thence South thirty-nine

minutes East ($S56^{\circ}41'E$) along said southwestern right of way line of the El Paso Valley Quadrilla-Pabens County road one hundred seventy-three and nine-tenths (173.9) feet to a point on the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, the property of the United States; thence South thirty-nine degrees sixteen minutes thirty seconds East ($S39^{\circ}16'30"E$) along the last mentioned right of way line one hundred twenty and twenty-five hundredths (120.25) feet to the point of beginning, said tract of land containing twenty-three hundredths (0.23) of an acre more or less, all as shown on plat attached hereto and made a part hereof.

Also a tract of land lying and situate in the Mainland San Elizario Grant in the Southwest quarter Southwest quarter ($SW\frac{1}{4}SW\frac{1}{4}$) Section thirty-three (33) Township thirty-three South (T33S) Range eight (8) East, Bureau of Reclamation Survey, and being the fractional parts of lots one (1) and two (2) Block B of the Riverside Addition to Pabens, Texas, according to a plat or map of said addition on file in the office of the County Clerk of El Paso County, Texas, more particularly described as follows:

Beginning at a point the east corner of lot one (1) Block "B" of the Riverside addition to Pabens, Texas, and from which point El Paso County Road Monument number thirty-two (32) in the center line of State Highway number one (1) bears North sixty-six degrees eighteen minutes East ($N66^{\circ}18'E$) eighty-four and five tenths (84.5) feet and North thirty-nine degrees forty-four minutes West ($N39^{\circ}44'W$) one hundred twenty and two-tenths (120.2) feet; thence South sixty-six degrees eighteen minutes West ($S66^{\circ}18'W$) along the southeast line of said lot one (1) Block "B" twenty-three and six-tenths (23.6) feet; thence North thirty-nine degrees forty-four minutes West ($N39^{\circ}44'W$) one hundred thirty-four and five tenths (134.5) feet to a point on the northwest line of lot two (2) Block "B" of the Riverside Addition to Pabens, Texas; thence North sixty-six degrees eighteen minutes East ($N66^{\circ}18'E$) along the northwest line of said lot two (2) Block "B" twenty-four and sixty-five hundredths (24.65) feet to a point the north corner of lot two (2), which is also the north corner of lot one (1) Block "B"; thence South thirty-nine degrees sixteen minutes thirty seconds East ($S39^{\circ}16'30"E$) along the northeast line of lot one (1) Block "B" one hundred thirty-four and

twenty-eight hundredths (134.28) feet to the point of beginning, said tract of land containing three thousand one hundred and twenty-five (3125) square feet more or less, all as shown on Bureau of Reclamation Survey plat attached to contract dated June 2, 1931, between the grantor and grantee herein, of record at Page 392, Volume 551, Deed Records of El Paso County, Texas.

Its successors
~~him~~ and assigns forever; and ~~we~~ do hereby bind ~~ourselves~~, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said
 Its successors,
~~him~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand & at Fabens, Texas this thirteenth day of
 October A. D. 19 31

Witnesses at Request of Grantor

J. E. Webb
 Virgie E. Webb

Its successors
~~him~~ and assigns forever; and ~~we~~ do hereby bind ~~ourselves~~, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said
 Its successors,
~~him~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand & at Fabens, Texas this thirteenth day of
 October A. D. 19 31

Witnesses at Request of Grantor

J. E. Webb
 Virgie E. Webb

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me Geo. W. Hoadley

Notary Public

J. E. Webb

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

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

Given under my hand and seal of office this 13th day of October A. D. 19 31
Geo. W. Hoadley

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me Geo. W. Hoadley

Notary Public

Virgie E. Webb

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

J. E. Webb, wife of J. E. Webb

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 Virgie E. Webb 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 13th day of October A. D. 19 31
Geo. W. Hoadley

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 13 day of October A. D. 19 31, with its certificate of authentication, was filed for record in my office this 16 day of October A. D. 19 31, at 2:29 o'clock P. M. and duly recorded the 20 day of October A. D. 19 31, at 10 o'clock A. M. in the records of said County, in Volume 556 on Pages 144

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.

J. E. Webb

Virgie E. Webb

TO

U.S.A.

Warranty Deed

Filed for Record the 16th

day of October

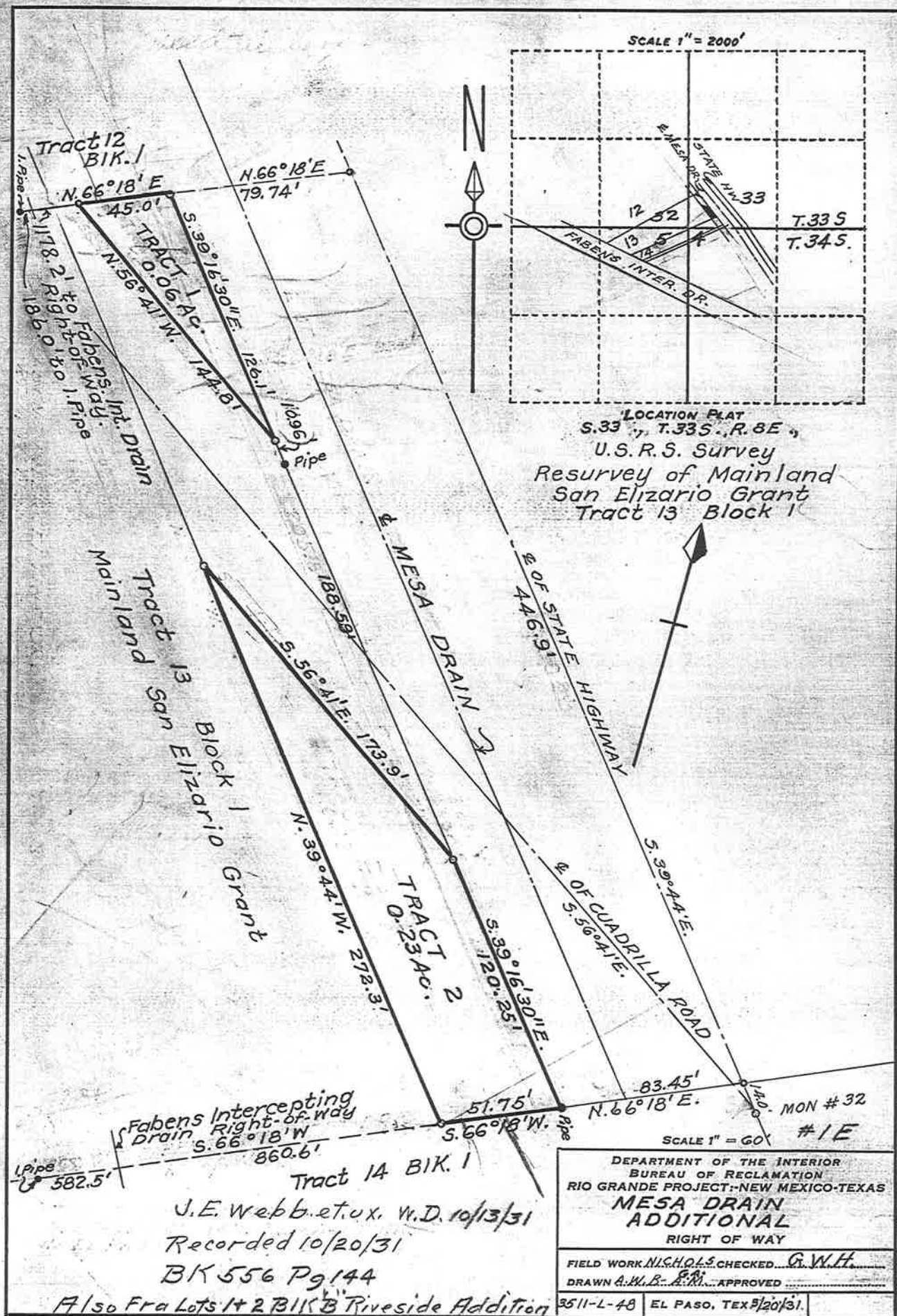
at 2 o'clock and 29 minutes P. M.

W. D. Greet

Clerk, County Court, El Paso County, Texas.

Geo. H. Booth

By Geo. H. Booth, Deputy



DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Bio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 6-2-31
symbol and number 116r-549; made by J. E. Webb and Virgie B. Webb
amount involved, \$ 341.00; authority No. _____ or clearing account _____
purpose purchase of land
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-
ent at El Paso, Texas, District Counsel at El Paso, Texas
and _____

Place El Paso, Texas Date July 14, 1931
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.

E. R. Flock, Project Superintendent.

Inclosures:

Original and 3 copies of this form.

Original and 4 copies of contract.

Place El Paso, Texas Date _____
2. On this date the above-described contract, with bond, if any, was given legal
approval by this office, and transmitted to the _____ office.
A. J. S. Devries, District Counsel.

Inclosures:

Original and 2 copies of this form.

Original and 4 copies of contract.

Denver, Colorado, Date _____
3. On this date the above-described contract was executed, and bond, if any,
approved by this office.
_____, Chief Engineer.

Denver, Colorado, 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.

Inclosures:

Original and _____ copies of this form.

Original and _____ copies of contract.

Washington, D. C., Date _____
5. On this date the above-described contract was executed, and bond, if any,
approved by _____

_____, Commissioner.

1167-549

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 2nd day of June, 1931, 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, ~~represented by the contracting officer executing this contract,~~

~~United States, authorized by the Secretary of the Interior, Bureau of Reclamation, and~~ J. E. Webb

and Virgie E. Webb, his wife, hereinafter styled Vendor,

of Fabens, County of El Paso, State of Texas

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

1/2 acre homestead property, situated in the County of El Paso

(Homestead, community, separate)

State of Texas, to wit:

Two tracts of land lying and situate in the Mainland San Elisario Grant, El Paso County, Texas, and in the Southwest quarter Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) Section thirty-three (33) Township thirty-three South (T33S) Range eight East (R8E), Bureau of Reclamation Survey, being also within Tract thirteen (13) Block one (1), on plat of official re-survey of the Mainland San Elisario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Tract No. 1: Beginning at the point of intersection of the line between Tracts twelve and thirteen (12&13) Block one (1) of said official re-survey of the Mainland San Elisario Grant, with the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, which is the property of the United States and from which point El Paso County Road Monument No. 52 in the center line of State Highway number one (No. 1) bears North sixty-six degrees eighteen minutes East (N66°18'E) seventy-nine and seventy-four one-hundredths (79.74) feet and South thirty-nine degrees forty-four minutes East (S39°44'E) four hundred sixty and nine-tenths (460.9) feet; thence South thirty-nine degrees sixteen minutes thirty seconds East (S39°16'30"E) along the said southwesterly right of way of the Mesa Drainage Canal one hundred twenty-six and one-tenth (126.1) feet to the point of

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

Correct as to Engr. Data

intersection with the northeasterly right of way line of the Cuadrilla-Pabens county road; thence North fifty-six degrees forty-one minutes West (N56°41'W) along said northeasterly right of way line of the Cuadrilla-Pabens County Road one hundred forty-four and eight-tenths (144.8) feet to a point on the line between Tracts twelve and thirteen (12&13) Block one (1) of said official re-survey of the Mainland San Elizario Grant and from which point an iron pipe bears South sixty-six degrees eighteen minutes West (S66°18'W) one hundred and eighty-six (186.0) feet; thence North sixty-six degrees eighteen minutes East (N66°18'E) along the line between said Tracts twelve and thirteen (12&13) Block one (1) forty-five (45.0) feet to the point of beginning, said tract containing six one-hundredths (0.06) of an acre more or less, all as shown on plat attached hereto and made a part hereof.

Tract No. 2; Beginning at an iron pipe at the intersection of the line between Tracts thirteen and fourteen (13&14) Block one (1) with the southwesterly right of way line of the Mesa Drainage Canal, the property of the United States, and from which point El Paso County Road Monument number thirty-two (No. 32) in the center line of State Highway number one (No. 1) bears North sixty-six degrees eighteen minutes East (N66°18'E) eighty-three and forty-five one-hundredths (83.45) feet and South thirty-nine degrees forty-four minutes East (S39°44'E) fourteen (14.0) feet; thence South sixty-six degrees eighteen minutes West (S66°18'W) along the line between said Tracts thirteen and fourteen (13&14) Block one (1) of the official re-survey of the Mainland San Elizario Grant fifty-one and seventy-five one-hundredths (51.75) feet; thence North thirty-nine degrees forty-four minutes West (N39°44'W) two hundred seventy-two and three-tenths (272.3) feet to a point on the southwesterly right of way line of the Cuadrilla-Pabens County Road; thence South fifty-six degrees forty-one minutes East (S56°41'E) along said southwesterly right of way line of the Cuadrilla-Pabens County Road one hundred seventy-three and nine-tenths (173.9) feet to a point on the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, the property of the United States; thence South thirty-nine degrees sixteen minutes thirty seconds East (S39°16'30"E) along the last mentioned right of way line one hundred twenty and twenty-five one-hundredths (120.25) feet to the point of beginning, said tract of land containing twenty-three one-hundredths (0.23) of an acre more or less, all as shown on plat attached hereto and made a part hereof.

Also a tract of land lying and situate in the Mainland San Elizario Grant in the Southwest quarter Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) Section thirty-three (33) Township thirty-three South (T33S) Range eight East (R8E), Bureau of Reclamation Survey, and being the fractional parts of lots one and two (1&2) Block B of the Riverside Addition to Pabens, Texas, according to a plat or map of said addition on file in the office of the County Clerk of El Paso County, Texas, more particularly described as follows:

Beginning at a point the east corner of Lot one (1) Block "B" of the Riverside addition to Pabens, Texas, and from which point El Paso County Road Monument number thirty-two (No. 32) in the center line of State Highway number one (1) bears North sixty-six degrees eighteen minutes East (N66°18'E) eighty-four and five-tenths (84.5) feet and North thirty-nine degrees forty-four minutes West (N39°44'W) one hundred twenty and two-tenths (120.2) feet; thence South sixty-six degrees eighteen minutes West (S66°18'W) along the southeast line of said Lot one (1) Block "B" twenty-three and six-tenths (23.6) feet; thence North thirty-nine degrees forty-four minutes West (N39°44'W) one hundred thirty-four and five-tenths (134.5) feet to a point on the northwest line of Lot two (2) Block "B" of the Riverside Addition to Pabens, Texas; thence North sixty-six degrees eighteen

minutes East (N66°18'E) along the northwest line of said Lot two (2) Block "B" twenty-four and sixty-five one-hundredths (24.65) feet to a point the north corner of Lot two (2), which is also the north corner of Lot one (1) Block "B"; thence South thirty-nine degrees sixteen minutes thirty seconds East (S39°16'30"E) along the northeast line of Lot one (1) Block "B" one hundred thirty-four and twenty-eight one-hundredths (134.28) feet to the point of beginning, said tract of land containing three thousand one hundred and twenty-five (3125) square feet more or less, all as shown on plat attached hereto and made a part hereof.

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

dollars

~~Three hundred forty-one 00/100--~~

(\$ ~~341.00~~), 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 **June 5, 1931** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **June 5, 1931**; 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 **twelve** 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. R. Fiedt 7-14-31
Superintendent, Bureau of Reclamation.

P. O. Address _____

J. E. Webb
Virgie E. Webb

Vendor.

P. O. Address _____

Falcons, Texas

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

P. O. Address _____

Approved: _____

(Date) _____, 193

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF El Paso

SS: 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, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that J. E. Webb and Virgie E. Webb, his wife

who are personally known to me to be the person whose name 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 Virgie E. Webb 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 2nd day of June, 1933

[SEAL]

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

My commission expires 6-1-1933

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 9:45 o'clock A.M., Sept. 19, 1933, and is duly recorded in Vol. 587 of 587

Page No. 392

W. D. Greet

By A. A. Osborn Fees, \$

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas
COUNTY OF El Paso

SS: (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 J. E. Webb and Virgie E. Webb that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said J. E. Webb and Virgie E. Webb, 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.

L R Flock

Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 14th day of July, A. D. 1933

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6-1-33

U. S. GOVERNMENT PRINTING OFFICE: 1909

6-8063

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated June 2, 1931, between The United States of America and J. E. Webb and Virgie E. Webb, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 355), namely, as right of way for the Mesa Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$341.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this ^{14th} day of July, 1931.

L. R. FIOCK
Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated June 2, 1931, between The United States of America and J. E. Webb and Virgie E. Webb, 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 14th day of July,
1931.

Geo. W. Hoadley

Junior Engineer

Bureau of Reclamation

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 261-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **June 2**, 192**1**, with

J. E. Webb and Virgie E. Webb

1. State purpose for which the land is required.

Additional right of way for Moss Drain

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

Tract 1 - 0.06 of an acre
" 2 - 0.23 " " "
" 3 - 3125 square feet

} All 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.

J. E. Webb - Fabens, Texas
Virgie E. Webb " "

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

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-549
(Contract)
Date 6-2-31, 19__

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Paso, Texas

(Department or establishment)

(Bureau or office)

(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 Construction of Mesa Drain
5. Without advertising, it being impracticable to secure competition because of _____

(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. 4 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).

Special Fiscal Agent,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

This will be your authority to pay the El Paso County Tax Collector and the Assessor and Collector for the El Paso County Water Improvement District No. 1 the amount necessary to pay all county and state taxes and water charges now due and payable on the two tracts of land out of which we are deeding fractional parts to the United States.

E Webb
Virgie E. Webb

Fabens, Texas
Oct 13th, 1931

5

MEMORANDUM for Mr. Hoadley
(District Counsel)

Subject: Tax Liens on Real Estate in Texas.

1. With reference to your question as to whether we can deduct 1931 taxes from the purchase price in the Webb land purchase, you are advised that Article 7172 of the Complete Texas Statutes, 1928, provides that all taxes on real property shall be a lien on same until such taxes have been paid. The case of State vs. Baker, 49 Tex., 763, holds that lien for taxes attaches by reason of the assessment made annually by the officers of the State under and in accordance with the law which holds a lien upon the land. Under this holding apparently a tax lien would attach to real estate when the assessor made up the tax rolls.

2. In the Webb case undoubtedly the assessor has made the roll and the tax might then be considered a lien antidating the conveyance which the Government will receive. Therefore, in my opinion, the deduction of 1931 taxes from the purchase price and proper receipt therefor could be accomplished. However, I strongly urge you to try and get the vendor to pay up all taxes and give us a clean bill of health on this title from the guarantee company so that we can make payment without deductions.

H. S. Schmitt

C/8467

(Copy of Tax Certificate)

THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE THE STATE OF TEXAS OR THE COUNTY OF EL PASO
UPON THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

15.17 acres, less 0.46 ac. for ditch and road or 14.71 acres net,
known as Tract 13, Block 1, of San Elizario Grant.

This tract is made up of 10.3 acres out of 27 $\frac{1}{2}$ acres out of Sur.#125
and 4-2/3 acres more or less, out of a 49.6 acre tract.

10.3 acres out of 27 $\frac{1}{2}$ acres: Corp. of San Elizario conveyed to Tomas
Garcia 4/13/83, 27 $\frac{1}{2}$ acres who conveyed to Jesus Cobos 12/5/96, who conveyed to
G.N. Garcia 8/21/13, who conveyed to Jesus Montes 4/3/14; Montes conveyed to
Refugio Cobos and G.N. Garcia, Admr. of Jesus Cobos Estate, the 27 $\frac{1}{2}$ ac. 6/26/18;
On 12/31/19, G.N. Garcia, and Refugio Cobos, Admr. of Jesus Cobos estate, conveyed
to Nicasco Cobos, Ignacio Cobos, Leonida Cobos and Jose Cobos, 10.3 acres out
of 27 $\frac{1}{2}$ acres; on 1/7/22 in partition suit No. 19695, 15 acres was set aside
to Ignacio Cobos (said 15 acres made up of this 10.3 acres and 4-2/3 acres
more or less out of the 49.6 acres); On 8/10/22, Ignacio Cobos conveyed to
J.E. Webb, 15 acres more or less who is present owner.

EXCEPT THE FOLLOWING, TO WIT: (see page two) J. E. WEBB: OWNER,

FOR THE YEAR 1929		\$ 44.43
FOR THE YEAR 1930		\$ 37.99
FOR THE YEAR		\$
FOR THE YEAR	Total -	\$ 82.42
FOR THE YEAR		\$
FOR THE YEAR		\$
FOR THE YEAR		\$

WITNESS MY HAND AND OFFICIAL SEAL AT EL PASO, TEXAS, THIS 18th

DAY OF Sept. 19 31

R. D. RICHEY (SEAL)
COLLECTOR OF TAXES OF THE COUNTY OF EL PASO, TEXAS

(COPY

BY C.H. ARMSTRONG, DEPUTY

C/8467--Tax Certificate--page 2

4-2/3 acres more or less, out of 49.6 acres (being part of a 20 acre tract that went to make up 49.6 acres). Corp. of San Elizario conveyed to Francisco and David Martin 4/7/83, 20 acres, who conveyed to Tomas Garcia 8/2/83, who conveyed the 20 acres to Jesus Cobos 12/5/96; Jesus Cobos conveyed to Francisco Cobos 5/27/11, 49.6 acres (said 49.6 acres contained this 20 acres). (The Heirs of Francisco Cobos were Nicasco Cobos, Ignacio Cobos, Leonida Cobos, Carlos Cobos, and Jose Cobos). In partition suit No. 19695, Ignacio Cobos, received 15 acres more or less, which included this 4-2/3 acres more or less, and 10.3 acres out of the 27 1/2 acres). Ignacio Cobos conveyed to J. E. Webb, 8/10/22, 15 acres more or less, who is the present owner.

- - - - -

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

August 8, 1931.

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

Gentlemen:

Will you please furnish certificate of guarantee of title covering 1.96 acres of land described in contract dated June 2, 1931, between the United States and J. E. Webb et ux, this land being situated in Tract 13, Block 1, official resurvey of the Mainland San Elizario Grant, El Paso County, Texas.

We would request also a certificate of guarantee of title covering fractional parts of Lots 1 and 2, Block B, Riverside Addition to Fabens, Texas, situated in Tract 13, Block 1, official resurvey of the Mainland San Elizario Grant, this tract of land being described in contract dated June 2, 1931, between the above-mentioned parties.

Plats of the two tracts are enclosed. The certificates should be based upon deeds which will be procured from J. E. Webb et ux, owners, and should guarantee fee simple title in the United States free and clear of liens and encumbrances.

Very truly yours,

H. J. S. Davies,
District Counsel.

Washington, D. C., June , 1931.

The Honorable,
The Attorney General,
Washington, D. C.

My dear Mr. Attorney General:

By letter of April 3, 1931, you were requested to instruct the United States Attorney at El Paso, Texas, to institute suit in condemnation with a view to acquisition by the United States of title to certain land described in that letter for use in connection with the Rio Grande reclamation project, New Mexico-Texas.

Advice has now been received from El Paso to the effect that the landowners, upon being advised that condemnation suit was in preparation, decided to execute the contract originally tendered them for the amicable conveyance of the land to the United States. This action renders further proceedings by way of condemnation unnecessary, as the contract above mentioned requires the execution of a conveyance by the landowners to the United States.

Very truly yours,

Secretary.

615 First National Bank Bldg.,
El Paso, Texas,
June 5, 1931.

R. L. McCune, Esquire,
Assistant United States Attorney,
Federal Building,
El Paso, Texas.

Dear Mr. McCune:

Reference is made to the proposed condemnation suit against one Webb and his wife for the acquisition of certain land in Fabens necessary for use in connection with the Rio Grande project.

We are pleased to advise you that these people have now executed a contract agreeing to convey the land to the United States, which renders further action by way of condemnation unnecessary.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

615 First National Bank Bldg.,
El Paso, Texas,
June 4, 1931.

From: District Counsel.
To: Commissioner, Washington, D. C.
Subject: Proposed condemnation of land for Mesa Drain and Mesa
Drain Pumping Plant - Rio Grande project.

1. Reference is made to office letter of March 23, 1931, and to letter from the First Assistant Secretary of the Interior to the Attorney General dated April 3, 1931, requesting institution of condemnation proceedings against one J. E. Webb and Virgie M. Webb, his wife, for the acquisition of three tracts of land for use in connection with certain construction mentioned in the subject.

2. After being advised that condemnation suit was in preparation, these landowners decided to execute the usual contract for the conveyance of this land thus obviating the necessity of further proceedings by way of condemnation.

3. There is transmitted herewith a draft of proposed letter for the Secretary's signature, advising the Attorney General to the effect that contract for the land in question has now been executed and that further action by way of condemnation will be unnecessary.

- - -

H. J. S. Devries

cc - Superintendent, El Paso
Chief Engineer, Denver

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

September 17, 1931

IN REPLY PLEASE REFER TO

NO. 8467

EXAMINER BES

TO The United State of America

Bureau of Reclamation, Interior Department.
Attention of Mr. J.H.S. Devries, District Council

IN RE:

PROPERTY: 1.96 of an acre of land out of Tract 13, Block 1 official re-survey of the San Elizario Grant, fully set out and described in plat No. 3511-L-48.

INSTRUMENTS EXAMINED: none

RECORD TITLE IN: J. E. Webb

SUBJECT TO:

TAXES: We have not yet received the tax certificate from the tax collector but will advise you immediately upon receipt thereof, if there are any delinquent taxes.

PAVING: none

The property is unencumbered of record with the exception of taxes if any, and charges to El Paso Water Improvement District No. 1 if any as to which no investigation has been made.

Very truly yours,


Ass't. Secretary

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

August 26, 1931,

IN REPLY PLEASE REFER TO

NO. 8466

EXAMINER BES:MF

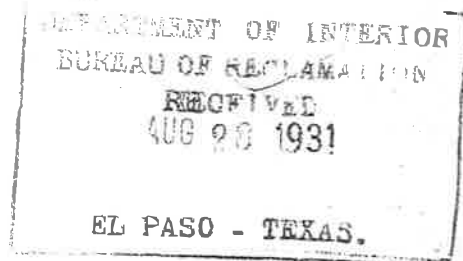
TO Mr. H. J. S. Devries, District Counsel,
Bureau of Reclamation Service,
Toltec Club Bldg.,
El Paso, Texas,

IN RE: sale by Webb to U. S. A.

PROPERTY: Portion of Fractional Lot 1, and portion of Lot 2, Block "B",
Riverside Addition to Fabens, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: J. E. WEBB,



SUBJECT TO:

TAXES: Taxes have been paid up to and including the year 1930.

PAVING: None.

The property is unencumbered of record.

We have been unable to ascertain the width of the Mesa Drain, adjoining Lot 1, Block "B", Riverside Addition. We are under the impression that said Drain is at the present time 80 feet wide, but can find nothing to verify this presumption. Will you kindly advise us whether this is correct?

Very truly yours,

B. E. Schwarzbach
A. Secy.

BES:MF.

New file
c-25
U.S. Webb

El Paso, Texas, April 7, 1931.

From: District Counsel
To: Commissioner, Washington, D. C.
Subject: Proposed condemnation of land for Mesa Drain and
Mesa Drain Pumping Plant, Rio Grande Project.

1. Pursuant to request contained in the Acting
Commissioner's letter of April 1, there is transmitted herewith
for your files a black and white print plat of the land
sought to be acquired.

H. J. S. Devries

cc - C.E., Denver
Supt., El Paso

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

OFFICE OF THE COMMISSIONER

APR -1 1931

From: Acting Commissioner
To: District Counsel, El Paso, Tex.
Subject: Proposed condemnation of land for Mesa Drain and
Mesa Drain Pumping Plant, Rio Grande Project.

1. Reference is made to your letter of March 28, 1931. Letter is being prepared for the Secretary's signature, addressed to the Attorney General, and recommending the institution of suit in eminent domain. It is necessary to send the Attorney General both copies of the map (3511-L-48) which accompanied your letter, and it is requested that another copy be forwarded for our files.

Copy to C.E. Denver
Supt. El Paso

M. A. Schurr

M.H. Laddley ✓

RECEIVED
APR 8 1931

APR 3 1931

The Honorable,

The Attorney General.

My dear Mr. Attorney General:

In connection with the Rio Grande reclamation project, New Mexico-Texas, title to the following land is required by the United States, being needed for the deepening and widening of the Mesa Drain, incident to the installation and operation of the Mesa Drain pumping plant of the project:

Two tracts of land lying and situate in the Mainland San Elizarie Grant, El Paso County, Texas, and in the SW 34, Section 33, Township 33 South, Range 8 East, Bureau of Reclamation Survey, being also within tract 12, Block 1, on plat of official resurvey of the Mainland San Elizarie Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State.

Tract No. 1: Beginning at the point of intersection of the line between Tracts 12 and 13, Block 1, of said official resurvey of the Mainland San Elizarie Grant, with the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, which is the property of the United States, and from which point El Paso County Road Monument No. 32 in the center line of State Highway No. 1 bears North 66° 18' East 79.74 feet and South 39° 44' East 460.9 feet; thence South 39° 18' 30", East along the said southwesterly right of way of the Mesa Drainage Canal 126.1 feet to the point of intersection with the Northeasterly right of way line of the Cuadrilla-Pabens County Road; thence North 56° 41' East along said Northeasterly right of way line of the Cuadrilla-Pabens County Road 144.8 feet to a point on the line between Tracts 12 and 13, Block 1 of said official resurvey of the Mainland San Elizarie Grant and from which point an iron pipe bears South 66° 18' East 186.0 feet; thence North 66° 18' East along the line between said Tracts 12 and 13, Block 1, 45.0 feet to the point of beginning, said tract containing 0.06 of an acre more or less, as shown on plat inclosed herewith.

APR 1 1931

100-100000

Tract No. 2: Beginning at an iron pipe at the intersection of the line between Tracts 13 and 14, Block 1, with the southwesterly right of way line of the Mesa Drainage Canal, the property of the United States, and from which point El Paso County Road Monument No. 32 in the center line of State Highway No. 1 bears North $66^{\circ} 18'$ East 83.45 feet and South $39^{\circ} 44'$ East 14.0 feet; thence South $66^{\circ} 18'$ East along the line between said Tracts 13 and 14, Block 1, of the official resurvey of the Mainland San Elizarie Grant 81.76 feet; thence North $39^{\circ} 44'$ East 272.3 feet to a point on the southwesterly right of way line of the Cuadrilla-Pabens County Road; thence South fifty-six degrees forty-one minutes East ($55^{\circ} 41' 1"$) along said southwesterly right of way line of the Cuadrilla-Pabens County Road 173.9 feet to a point on the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, the property of the United States; thence South $39^{\circ} 15' 30"$ East along the last mentioned right of way line 120.25 feet to the point of beginning, said tract of land containing 0.23 of an acre more or less, all as shown on plat inclosed herewith.

Tract No. 3: Also a tract of land lying and situate in the Mainland San Elizarie Grant in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 33 South, Range 8 East, Bureau of Reclamation Survey, and being the fractional parts of lots 1 and 2, Block "B" of the Riverside Addition to Pabens, Texas, according to a plat or map of said addition on file in the office of the County Clerk of El Paso County, Texas, more particularly described as follows:

Beginning at a point the east corner of Lot 1, Block "B" of the Riverside Addition to Pabens, Texas, and from which point El Paso County Road Monument No. 32 in the center line of State Highway No. 1 bears North $66^{\circ} 18'$ East 84.50 feet and North $39^{\circ} 44'$ East 120.2 feet; thence South $66^{\circ} 18'$ East along the southeast line of said Lot 1, Block "B" 23.6 feet; thence North $39^{\circ} 44'$ East 134.50 feet to a point on the northwest line of Lot 2, Block "B" of the Riverside Addition to Pabens, Texas; thence North $66^{\circ} 18'$ East along the northwest line of said Lot 2, Block "B" 24.65 feet to a point the north corner of Lot 2, which is also the north corner of Lot 1, Block "B"; thence South $39^{\circ} 15' 30"$ East along the northeast line of Lot 1, Block "B" 134.25 feet to the point of beginning, said tract of land containing 3125 square feet more or less, all as shown on plat inclosed herewith.

375

There is inclosed a plat showing the land above described.

Attempts have been made to obtain title to this land by agreement with the owners, Mr. J. E. Webb and Mrs. Virgie E. Webb, but without success.

It is requested that the United States Attorney at El Paso, Texas, be instructed to institute suit in condemnation with a view to the acquisition by the United States of title to the land described above. Mr. H. J. E. Devries, District Counsel of the Bureau of Reclamation, El Paso, Texas, will furnish the United States Attorney such assistance as may be desired and all information available in connection with the case.

Very truly yours,

(Sgd.) JOS. M. DIXON

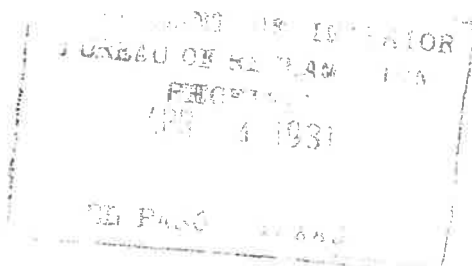
First Assistant Secretary.

Incl. 22753

Copy to:

Denyer,
D.C., El Paso
Supt., El Paso

M. Hadley



APR -1 1931

From: Acting Commissioner
To: District Counsel, El Paso, Tex.
Subject: Proposed condemnation of land for Mesa Drain and
Mesa Drain Pumping Plant, Rio Grande Project.

1. Reference is made to your letter of March 28, 1931. Letter is being prepared for the Secretary's signature, addressed to the Attorney General, and recommending the institution of suit in eminent domain. It is necessary to send the Attorney General both copies of the map (3511-L-48) which accompanied your letter, and it is requested that another copy be forwarded for our files.

Copy to C.E. Denver ✓
Supt. El Paso

M. Hadley

El Paso, Texas, March 28, 1931.

From: District Counsel
To: Commissioner, Washington, D. C.
Subject: Proposed Condemnation of Land for Mesa Drain and Mesa
Drain Pumping Plant - Rio Grande Project.

1. Reference is made to the Superintendent's letter to this office, copies to you and the Chief Engineer, dated March 27, 1931, with which there was transmitted a copy of the Superintendent's letter of March 23, 1931, addressed to Mr. J. E. Webb and Mrs. Virgie E. Webb, Fabens, Texas, describing the land sought to be acquired and making a final offer of purchase of the land. The offer was refused.

2. In this connection, the following information is supplied:

(a) The land consists of three tracts and is fully described in the Superintendent's letter of March 23, 1931, to the landowners above mentioned;

(b) The land is needed for the deepening and widening of the Mesa Drain in connection with the installation and operation of the Mesa Drain pumping plant near Fabens;

(c) The estimated value of the land is: Tracts 1 and 2, a total of 0.29 of an acre at \$400 an acre, or \$116.00; Tract 3, an area of 3125 square feet with a total estimated value of \$225.00;

(d) The reputed owners of the property are J. E. Webb and Mrs. Virgie E. Webb, Fabens, Texas;

(e) The final offer made to the landowners was for Tracts 1 and 2, a total of 0.29 acre at the rate of \$400 an acre, a total of \$116.00; for Tract 3, a total of 3125 square feet, a total sum of \$225.00;

(f) The owners demand \$1,000.00 for these three small

tracts of land;

(g) In my opinion the Government has no valid claim of any interest in the land either under stock subscription, water-right application, contract or otherwise. There are no public lands in Texas and, consequently, the Act of August 30, 1890 (26 Stat. 391), is not applicable.

3. Two copies of right-of-way plat in black and white print, covering these tracts of land are transmitted herewith.

4. It is recommended that request be made upon the Attorney General to instruct the United States Attorney in El Paso to institute condemnation proceedings for the acquisition of the above mentioned three tracts of land. There is transmitted herewith a suggested draft of letter for signature of the Secretary of the Interior, addressed to the Attorney General, requesting institution of condemnation proceedings.

- - - - -

H. J. S. Devries

cc - Chief Engineer, Denver
Supt., El Paso ✓

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas.

March 27, 1931.

From Superintendent

To District Counsel

Subject: Condemnation of right of way - Mr. J. E. and Mrs.
Virgie E. Webb - Rio Grande Project.

1. For deepening and widening the Mesa Drain in connection with the installation and operation of the Mesa Drain Pumping Plant, near Fabens, it has become necessary to obtain additional right of way. All necessary additional right of way has been secured by donation or contract of purchase, with the exception of two tracts owned by Mr. J. E. and Mrs. Virgie E. Webb of Fabens, Texas.

2. An offer of purchase for the land owned by Mr. and Mrs. Webb has been made at what is considered to be a fair consideration. This offer was made by letter of March 23, 1931, copy of which is attached hereto. The letter was delivered to Mr. Webb by Mr. Hoadley personally and Mr. Webb refused to accept the offer or enter into a contract of purchase for the right of way at the consideration offered.

3. It has become evident that condemnation proceedings will be required to obtain the necessary land, which is fully described in the letter above referred to, and it is requested that such proceedings now be instituted.



CC - Commissioner with copy of letter
Chief Engineer " " "

El Paso, Texas, March 23, 1931.

Mr. J. E. Webb and Mrs. Virgie E. Webb,
Fabens, Texas.

Dear Sir and Madam:

As heretofore advised in conversation, it has become necessary for the United States to acquire the three tracts of land described below for use in the reconstruction of the Mesa Drainage Canal in connection with the Rio Grande federal irrigation project.

The tracts of land so required are more particularly described as follows:

Two tracts of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 33 South, Range 8 East, Bureau of Reclamation Survey, being also within Tract 13, Block 1, on plat of official re-survey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State.

Tract No. 1: Beginning at the point of intersection of the line between Tracts 13 and 12, Block 1 of said official re-survey of the Mainland San Elizario Grant, with the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, which is the property of the United States and from which point El Paso County Road Monument No. 52 in the center line of State Highway No. 1 bears North 66° 18' East 79.74 feet and South 39° 44' East 460.9 feet; thence South 39° 15' 30" East along the said southwesterly right of way of the Mesa Drainage Canal 126.1 feet to the point of intersection with the northeasterly right of way line of the Cuadrilla-Fabens County Road; thence North 56° 41' West along said northeasterly right of way line of the Cuadrilla-Fabens County Road 144.8 feet to a point on the line between Tracts 12 and 13, Block 1 of said official re-survey of the Mainland San Elizario Grant and from which point an iron pipe bears South 66° 18' West 186.0 feet; thence North 66° 18' East along the line between said Tracts 12 and 13, Block 1, 45.0 feet to the point of beginning, said tract containing 0.06 of an acre more or less, as shown on plat enclosed herewith.

Tract No. 2: Beginning at an iron pipe at the intersection of the line between Tracts 13 and 14, Block 1, with the southwesterly

right of way line of the Mesa Drainage Canal, the property of the United States and from which point El Paso County Road Monument No. 32 in the center line of State Highway No. 1 bears North 66°18' East 83.45 feet and South 39°44' East 14.0 feet; thence South 66°18' West along the line between said Tracts 13 and 14, Block 1 of the official re-survey of the Mainland San Elizario Grant 51.75 feet; thence North 39°44' West 272.3 feet to a point on the southwesterly right of way line of the Cuadrilla-Fabens County Road; thence South fifty-six degrees forty-one minutes East (S56°41'E) along said southwesterly right of way line of the Cuadrilla-Fabens County Road 173.9 feet to a point on the southwesterly right of way line of the El Paso Valley Mesa Drainage Canal, the property of the United States; thence South 39°16'30" East along the last mentioned right of way line 120.25 feet to the point of beginning, said tract of land containing 0.23 of an acre more or less, all as shown on plat enclosed herewith.

Also a tract of land lying and situate in the Mainland San Elizario Grant in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 33 South, Range 8 East, Bureau of Reclamation Survey, and being the fractional parts of Lots 1 and 2, Block "B" of the Riverside Addition to Fabens, Texas, according to a plat or map of said addition on file in the office of the County Clerk of El Paso County, Texas, more particularly described as follows:

Beginning at a point the east corner of Lot 1, Block "B" of the Riverside Addition to Fabens, Texas, and from which point El Paso County Road Monument No. 32 in the center line of State Highway No. 1 bears North 66°18' East 84.50 feet and North 39°44' West 120.2 feet; thence South 66°18' West along the southeast line of said Lot 1, Block "B" 23.6 feet; thence North 39°44' West 134.50 feet to a point on the northwest line of Lot 2, Block "B" of the Riverside Addition to Fabens, Texas; thence North 66°18' East along the northwest line of said Lot 2, Block "B" 24.65 feet to a point the north corner of Lot 2, which is also the north corner of Lot 1, Block "B"; thence South 39°16'30" East along the northeast line of Lot 1, Block "B" 134.28 feet to the point of beginning, said tract of land containing 3125 square feet more or less, all as shown on plat enclosed herewith.

Subject to the execution of the usual land purchase contract, you are hereby offered compensation for the conveyance to the United States of said described tracts of lands free of liens and encumbrances in accordance with such proposed contract as follows:

Tracts 1 and 2, a total of 0.29 of an acre, at the rate of \$400.00 per acre, or a total of one hundred and sixteen dollars (\$116.00).

Tract 3. Lot 1 and fractional part of Lot 2, Block "B",

containing 5,125 square feet, a total sum of two hundred and twenty-five dollars (\$225.00).

You are also advised that unless you are willing to execute such proposed contract for the conveyance as aforesaid of the said described tracts of land, it will be necessary for the United States to institute at an early date condemnation proceedings for the acquisition of said tracts of land.

Please advise us by reply on the enclosed copy of this letter whether or not you wish to convey these tracts of land for the consideration above set forth.

Very truly yours,

L. R. Fieck,
Superintendent.