

78

THOMSON, L. R.

WARRANTY DEED

(137) MIDDLE DRAIN

0023-0082-0034-00
0023-0083-0023-00

16-(34) TEXAS
17-(23) TEXAS

78

STATE OF TEXAS)
COUNTY OF ELPASO)

KNOW ALL MEN BY THESE PRESENTS: THAT, I, L. R. Thomson, a single man, of the County of El Paso, State of Texas, in consideration of the sum of Five hundred eighty-nine and 60/100 (\$589.60) Dollars, to me in hand paid by the United States of America, pursuant to the Act of Congress dated June 17, 1902 (32 Stat. 388), have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America, all those certain tracts or parcels of land, lying in the County of El Paso and States of Texas and more particularly described as follows, to-wit:-

Tract No. 1: A tract of land approximately 1- $\frac{1}{2}$ miles northwest of the town of Clint, Texas, in the west half of the southwest quarter of Section thirty-four (34), and the east half of the southeast quarter of Section thirty-three (33), Township Thirty-two (32) South, Range seven (7) east, United States Reclamation Service Survey, being more particularly described as follows: Beginning at the northeast corner of this tract of land, a point on the property line between the grantor and the Gaspar Giron Estate, from which point the southwest corner of said Section 34 bears south 8°15' west, 1895.8 feet; thence south 26°09' west, 950.0 feet; thence south 70°26' west, 158.1 feet along the road connecting the road running from El Paso to Fabens, with San Elizario; thence north 70°16' west, 572.7 feet along same road as before; thence north 57°14' west, 82.6 feet along said described road; thence north 23°24' west, 158.5 feet along the Franklin Canal; thence north 89°05' east, 133.9 feet; thence south 67°38' east, 644.3 feet; thence north 26°09' east 933.0 feet; thence south 58°34' east, 31.0 feet on the property line between the grantor and the Gaspar Giron Estate; thence south 51°59' east, 91.0 feet on the property line between last named two parties to the point of beginning; said tract of land containing five and fifty hundredths (5.50) acres, more or less;

Tract No. 2: A tract of land situated across said described road from the above described tract, in the east half of the southeast quarter of the southeast quarter of said section thirty-three (33), township thirty-two (32) south, range seven (7) east, United States Reclamation Service Survey, more particularly described as follows: Beginning at the northeast corner of this tract, which is a point on the line between the grantor herein and the said road, from which point the southeast corner of said section thirty-three (33) bears south 12°37' east, 990.6 feet; thence south 14°54' west, 301.4 feet on the property line between the grantor herein and Valentine Nunez; thence north 0°22' east, 264.0 feet; thence north 70°26' east, 80.5 feet along said road, to the point of beginning; said tract of land containing twenty-three hundredths (0.23) acres, more or less;

Tract No. 3: A tract of land situated on the side of the Franklin Canal opposite the tract of land first described herein, approximately one and three quarter (1 $\frac{3}{4}$) miles northwest of the town of Clint, Texas, in the south half of the southeast quarter of said section thirty-three (33), township thirty-two (32) South, range seven (7) east, of the United States Reclamation Service Survey, being more particularly described as follows:

Total 7.37 Ac.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, L. R. Thomson,

of the County of El Paso, State of Texas, in consideration of the sum of - - - - -
 - - - - - Five hundred eighty-nine and 60/100 (\$589.60) - - - DOLLARS,

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

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

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

Beginning at the southwest corner of this tract, which is a
 point on the property line between the grantor herein, and
 Critchett Brothers, from which point the southeast corner
 of said section thirty-three (33), bears south 52°44' east,
 2020.9 feet; thence north 14°09' west, 123.3 feet along the
 property line between the grantor herein and said Critchett
 Brothers; thence north 89°05' east, 585.1 feet; thence south
 23°24' east, 129.9 feet along the Franklin Canal; thence
 south 89°05' west, 606.5 feet along the said described road
 to the point of beginning; said tract of land containing
 one and sixty-four hundredths (1.64) acres, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
 purtenances thereto in anywise belonging, unto the said The United States of America, its

~~heirs and~~ assigns forever; and I do hereby bind myself, my heirs, executors and adminis-
 trators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its

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

WITNESS my hand at El Paso, Tex this 12th day of
 December, A. D. 1918.

Witnesses at Request of Grantor

L. R. Thomson

SO.

BEFORE ME,

P.

Notary

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

L. R. Thomson, who is

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 12th day of December A. D. 1918

(SEAL)

F. E. Hunter,

Notary Public, El Paso County, Texas.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME,

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

wife of

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

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

THE STATE OF TEXAS,
COUNTY OF EL PASO.

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 12 day of Dec A. D. 1918 with its certificate of authentication, was filed for record in my office this 13 day of Dec A. D. 1918 at 2:55 o'clock P. M. and duly recorded the 16 day of Dec A. D. 1918 at 9:18 o'clock A. M. in the records of said County, in Volume 326 on pages 367.

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.

I M WOODARD

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

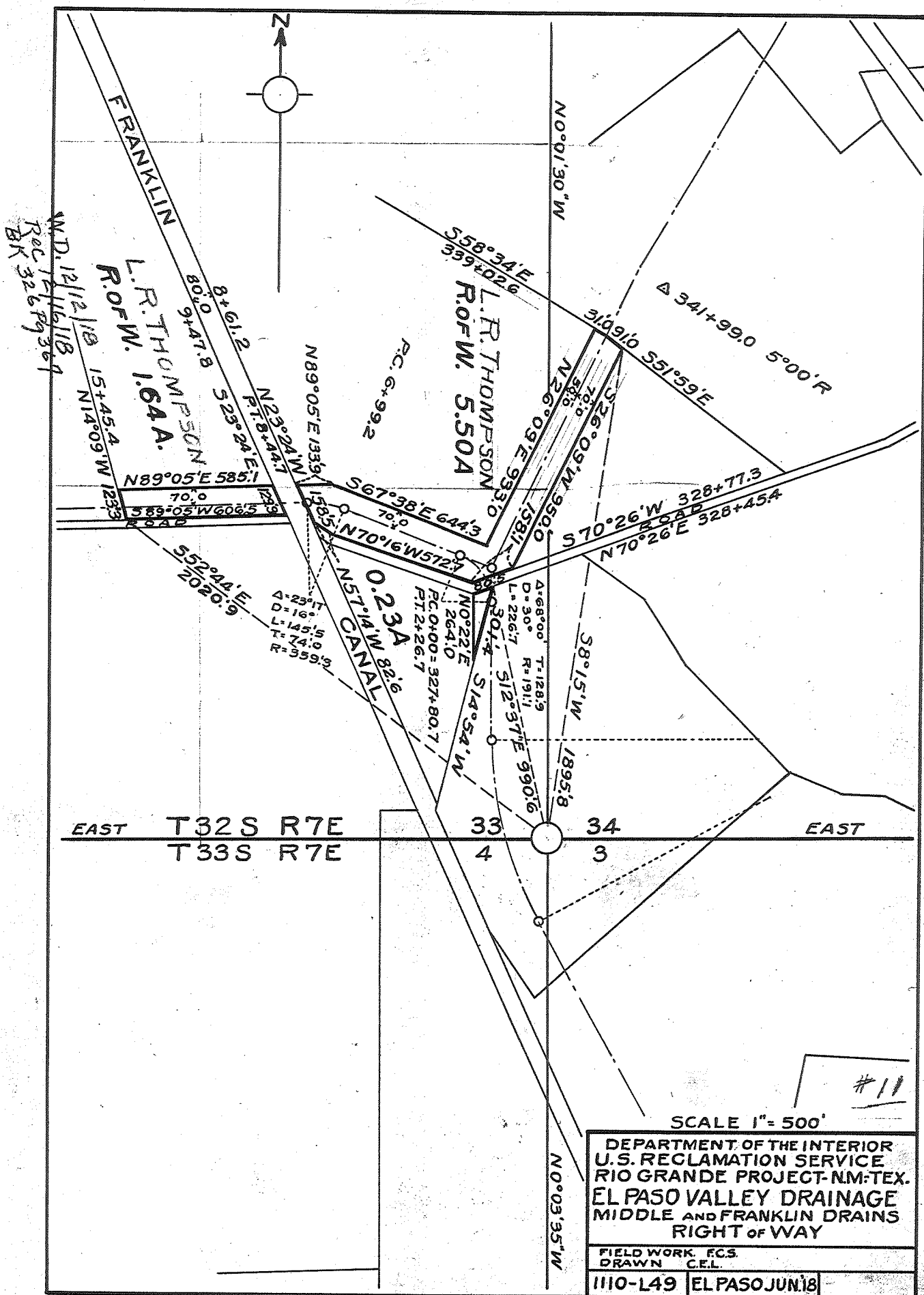
Filed for record 191

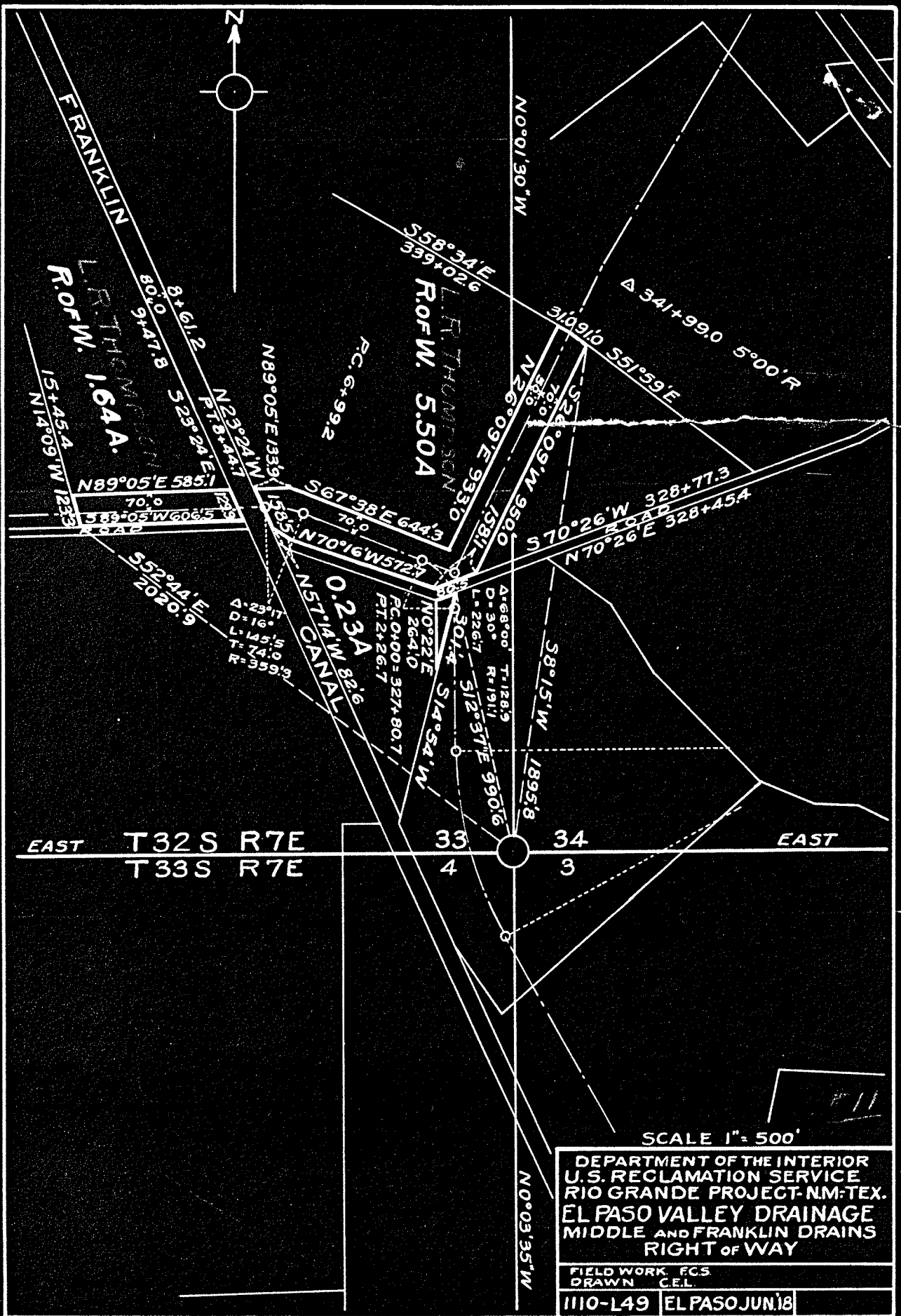
at o'clock M.

Clerk, County Court, El Paso County, Tex.

Deputy.

ELLIS BROS. PRINTING CO. EL PASO





DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

NOV 5 - 1918
El Paso, Texas, October 21, 1918

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated October 8, 1918 Rio Grande Project.

Executed by L. M. Lawson, Project Manager,

With L. R. Thomson.

Estimated amount involved, \$ 589.60 (See Reverse, Par. 3.)
Authority No. 6-6.

Purpose of agreement:

Purchase of necessary right of way for El Paso Valley
middle drain. Cost of bridge will be approximately \$300.

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

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

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

Orig. & 3 copies contract.
Certificate of recommendation.
Rept. on Land Agreement.
2 blueprints.
Rept. of Appraisal Board.

L. M. LAWSON

(Signature.)

Denver, Colo., NOV 9 1918 19

It is recommended that the above-described contract be approved

F. E. Weymouth.

Chief of Construction.

Inclosures:

Orig & 2 copies of contract.
" & 3 copies of form letters of transmittal.
" cert. necessity - Orig. report Board of appraisers
" report on land agreement - 1 Blue print.

Washington, D. C., DEC 2 - 1918

Contract (and bond, if any), was approved by

to P M
Original enclosed for record
and further appropriate action

on
DEC 2 - 1918
A. P. Davis,
Director & Chief Engineer.

NOV 16 '18 89909

(Over.)

Grantor's signature should have been witnessed

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit two copies of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.

3. The information requested in General Order 124 of March 23, 1916, and Amendment 1 thereof dated August 11, 1916, should be written in the space below, and any other special matter or information relative to the contract, should also be written in the space below, but if too long to write on this form, it should be set out in a statement or certificate accompanying the contract.

4. When reference is made to previous correspondence, the dates thereof should be given.

5. The office from which this contract originates, should list all inclosures below.

Inclosures:

-copies of contract.
-copies of form letters of transmittal.

El Paso, Tex.
Sept. 19, 1919.

Mr. L. R. Thomson,
Clint, Tex.

Dear Sir:

In reference to the abstracts used in the purchase of right of way for Middle Drain we understand that you got these back from the Stewart Title Guarantee Company and would either return them or deliver them to Judge Hunter. This letter is written in order that no question may arise in the future as to your having the abstracts. We have had some difficulty recently with other parties complaining that they did not get back the abstracts and therefore we are writing you to this effect.

Yours very truly,



ASST. DISTRICT COUNSEL.

CFH:T

El Paso, Texas,

Dec. 12, 1918.

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed, dated December 12, 1918, running from
L. R. Thomson to the United States of America.

Yours very truly,

C.F. HARVEY

Enc 1. Assistant District Counsel.

Contract dated Oct. 8, 1918
with L.R. Thomson -
El Paso Middle Drain

El Paso, Texas,

Dec. 10, 1918.

Mr. L. R. Thomson,

Clint, Texas.

Dear Sir:

As stated in our letter of the 7th instant, we ordered title guaranty from the Stewart Title Guaranty Co. but they have asked that we submit an abstract of title of this land.

We suppose that you have an abstract of title, and are, of course, asking for only the loan of it. It will be returned to you as soon as the Stewart Title Guaranty Co. issues a guaranty. We will, in the meantime, let you hold receipt by the Reclamation Service for the abstract.

We trust that you will be able to furnish an abstract and assure you that your accomodation will be a great help in closing the transaction and getting payment to you for the amount due you.

Yours very truly,

C.F.HARVEY

Assistant District Counsel.

El Paso, Texas,
Dec. 7, 1918.

Mr. L. R. Thomson,

Clint, Texas.

Dear Sir:

Enclosed herewith is warranty deed which please execute and return to this office at your earliest convenience. This covers the right of way which you agreed to convey to the United States for the El Paso Middle Drain and for which we are today requesting title guaranty in accordance with our understanding of your wishes in this matter.

You understand, of course, that it is necessary to have the warranty deed executed and recorded before title guaranty can issue. Any liens or taxes affecting this property must be paid before we can close the transaction. If there are outstanding liens or taxes due, we invite your early attention to the matter.

The deed will require an internal revenue stamp for \$1.00, which is customary for the grantor to furnish.

Yours very truly,

C.F. HARVEY

Enc 1.

Assistant District Counsel.

El Paso, Texas.
Dec. 7, 1918.

Stewart Title Guaranty Co.,

El Paso, Texas.

Gentlemen:

Transmitted herewith is blue print showing right of way consisting of three tracts of land owned by L. R. Thomson, located about $1\frac{1}{2}$ miles Northwest of Clint, Texas; the consideration to be paid is \$589.60. This land is situated on the Camino de la Rosa.

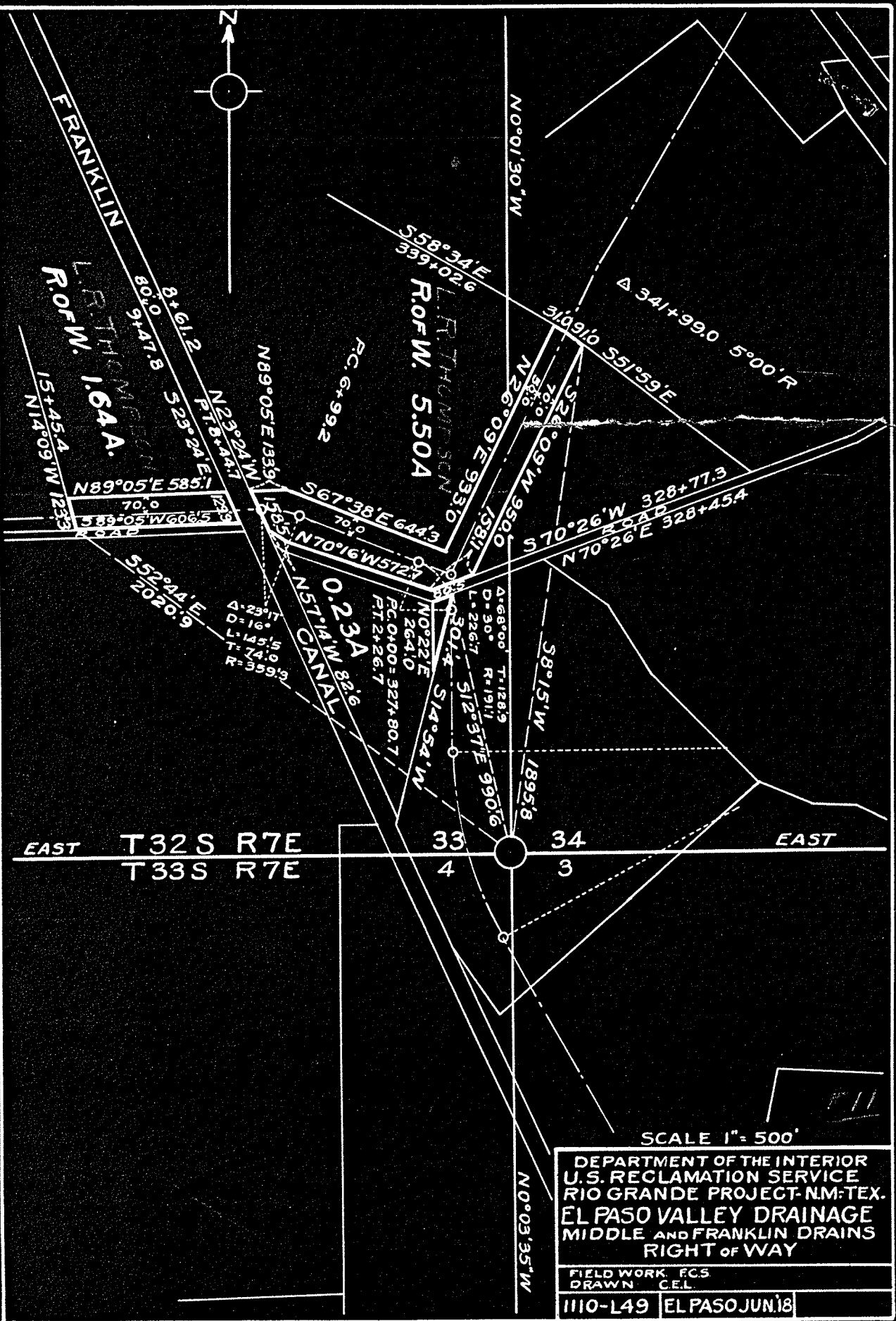
These tracts of land are located North of the Valentine Humez property and to the West of the Gasper Giron Estate.

Kindly supply title guaranty to this purchase.

Yours very truly,

C.F. HARVEY

Assistant District Counsel.



CFH:T

El Paso, Texas,
Dec. 7, 1913.

County Clerk, El Paso County,
El Paso, T e x a s.

Dear Sir:

Transmitted herewith for official record are
two contracts, one dated October 8th, running from L. R.
Thomson to the United States, and the other dated Nov.
5th, running from Eljio Borrego to the United States.

Yours very truly,

C.F. HARVEY

Assistant District Counsel.

Enc 2.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

October 8

1918 with

L R Thomson

for the purchase of land required for

El Paso Valley middle drain

purposes,

Rio Grande

Project,

El Paso

County,

Texas.

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

3 tracts of land 5.5, 0.23, and 1.64 acres each, secs. 33 and 34, T.

32 S., R. 7 E., Reclamation Service survey. State nature, number, and date of entry by which lands were acquired under public land laws, also date of final certificate and patent, if such have been issued.

Texas lands - no U. S. Public lands in this State.

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

L R Thomson, Clint, Texas. Single man.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owner; no lessee.

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

Land is subject to right of way by reason of stock-subscription contract between landowner and water users' association.

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

All land in cultivation to alfalfa; no buildings.

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

All irrigable under Rio Grande project water rights.

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

\$125 to \$175 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.

Drain will be of general benefit to the community. Is of considerable damage to Thomson, as it cuts his holding into two parts.

The above is a correct statement of the information procured.

Dated **October 3, 1918.**

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GEO W HOADLEY

(Signature)

Field Assistant.

(Title)

In Charge of Negotiations.

Approved:

L M LAWSON

Project Manager.

INSTRUCTIONS.

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

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

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

(b) Affidavit of disinterestedness.

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

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

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

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

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

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

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

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

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

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

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

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

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

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

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

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

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

7-281

REPORT ON LAND AGREEMENT.

For ----- purposes.

----- project.

Sec. -----, T -----, R -----, M -----.

Belonging to -----

County of -----

State of -----

Submitted by -----

Date ----- 191-----

51-2-12
51-2-51

G-4893

THIS IS TO CERTIFY That on December 12, 1918, I made personal examination of the El Paso County tax records and found that all taxes due and payable were fully paid upon land assessed in the name of L. R. Thomson in San Elizario Grant, which land includes certain lands conveyed to the United States by warranty deed dated December 12, 1918.

C. F. Harvey

Clerk.

El Paso, Texas,
December 12, 1918.

Affidavit as to Possession.

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

I, L R Thomson, do solemnly swear that to my personal knowledge the land described in the contract dated October 8, 1918, made between myself and the United States of America, which land is located in secs. 33 and 34, T. 32 S., R. 7 E., Reclamation Service survey,

El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of ten years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

L R THOMSON

Subscribed and sworn to before me at El Paso, Texas, this 8th day of October, A. D. 1918.

(SEAL)

GEO W HOADLEY

Notary Public In and For El Paso County, Texas.

My commission expires June 1 1919.

Appraisal Report.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from L. R. Thomson by the United States for right of way for the El Paso Valley middle drain, Rio Grande project, described in agreement to sell dated October 8, 1918, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$589.60 and the building of one farm bridge at a cost of approximately \$300.

W W Irvine
J A SMITH

Representative El Paso
Valley Water Users' Association.

GEO W HOADLEY

Representative U. S. Recla-
mation Service.

El Paso, Texas,
October 8, 1918.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated October 8, 1918, with L. R. Thomson, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the El Paso Valley middle drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$589.60, is reasonable and lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,
October 21, 1918.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith, and also the record of the conveyance made pursuant to this agreement; *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple, unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

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

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of **Five hundred eighty nine 60/100 (\$589.60)**

dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until **October 8, 1918.**

notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **October 8, 1918.**

except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration

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., 1169).

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

Witness:

L. R. THOMSON

L. M. LARSON

Vendor.

For and on behalf of the United States.

of **Nebraska**

STATE OF **Nebraska**

COUNTY OF **Nebraska**

Geo W. Hoadley

Notary Public

I, **L. R. Thomson**

in and for said county, in the State aforesaid, do hereby certify that **Geo W. Hoadley** personally known to me to be the person whose name **Geo W. Hoadley** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

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

~~Further certify that I did examine the said~~ **Geo W. Hoadley** and ~~the contents of the~~ **Geo W. Hoadley**

separate and apart from ~~husband~~ **Geo W. Hoadley** and ~~the contents of the~~ **Geo W. Hoadley**

foregoing instrument, and upon that examination ~~declared that~~ **Geo W. Hoadley** did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do ~~not~~ **Geo W. Hoadley**

Given under my hand and official seal, this **8th** day of **October**, 191**8**

[SEAL.]

Geo W. Hoadley

My commission expires **June 1st 1919** **Notary Public in and for L. R. Thomson**

Approved **Geo W. Hoadley**, 191**8**

Rees, \$
By
recorded in Book
Page No.
191
for record at my office at
o'clock M.,
I hereby certify that this instrument was filed
COUNTY OF
ss:
UNITED STATES.
TO
AGREEMENT TO SELL
1-216

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF
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
and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

Subscribed and sworn to before me at
this day of
A. D., 191
My commission expires
mission expires
Engineer, U. S. R. S.

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

Recorded May 27, 1916, by the
Secretary of the Interior.
Project Manager
Form 7-276
12-11
THIS AGREEMENT, made
the 6th day of October,
between
L. B. Thompson, a single man,
PURSUANT OF
SANTO OLINT, EL PASO
COUNTY, TEXAS
for
himself, heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
L. B. Thompson, Project Manager,
United States Reclamation Service,
pursuant duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
2 Stat., 388),
ITNESSETH:

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 promised covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of
El Paso
State of
Texas
to wit:
act 11. A tract of land approximately 1.1/2 miles northwest of the town of Clint, Texas, in the west half of the southwest quarter Section thirty-four (34), and the east half of the southwest quarter of Section thirty-three (33), Township thirty-two (32), South Range Seven (7) east, United States Reclamation Service Survey, bearing more particularly described as follows: Beginning at the north-east corner of this tract of land, a point on the property line between the Vendor and the Gaspar Olron Estate, from which point the southwest corner of said Section 34 bears south 89°15' west, 95.8 feet; thence south 26°09' west, 95.0 feet; thence south 70°26' east, 158.1 feet along the road connecting the road, running from Paso to Fabens, with San Alvarado; thence north 70°16' west, 572.7 feet along same road as before; thence north 89°14' west, 82.6 feet along said described road; thence north 23°24' west, 158.5 feet along a Franklin Canal; thence north 89°05' east, 153.9 feet; thence south 38° east, 644.3 feet; thence north 26°09' east, 933.0 feet; thence north 88°34' east, 31.0 feet on the property line between the Vendor and the Gaspar Olron Estate; thence south 51°59' east, 91.0 feet on the property line between last named two parcels to the point of beginning; said tract of land containing 5.50 acres, more or less;

(See next page)

(Description continued)

Tract 21. A tract of land situated across said described road from the above described tract, in the east half of the southeast quarter of the southeast quarter of said section (7) thirty-three (33), Township thirty-two (32) south, Range seven (7) east of U.S. Reclamation Service survey, more particularly described as follows:

Beginning at the northeast corner of this tract, which is a point on the line between the Vendor herein and the said road, from which point the southeast corner of said section 33 bears south 12°37' east, 990.6 feet; thence south 14° 54' west, 301.4 feet on the property line between the Vendor herein and Volentine Ruffen; thence north 0°22' east, 204.0 feet; thence north 70°26' east, 80.5 feet along said road, to the point of beginning; said tract of land containing 0.33 acre, more or less.

Tract 33. A tract of land situated on the side of the Franklin Canal opposite the tract of land first described herein, approximately 1-3/4 miles northwest of the town of Olin, Texas, in the south half of the southeast quarter of said section thirty-three (33), Township thirty-two (32) south, Range seven (7) east of the United States Reclamation Service survey, being more particularly described, as follows:

Beginning at the southwest corner of this tract, which is a point on the property line between the Vendor herein and Critchett Brothers, from which point the southeast corner of said section 33, bears south 52°44' east, 2030.9 feet; thence north 14°09' west, 123.3 feet along the property line between the Vendor herein and said Critchett Brothers; thence north 89°05' east, 585.1 feet; thence south 83°24' east, 123.9 feet along the Franklin Canal; thence south 89°05' west, 606.5 feet along the said described road to the point of beginning; said tract of land containing 1.64 acres, more or less.

The Vendor expressly warrants that he has employed no third person to elicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation, and any 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 or percentage upon the amount of any such brokerage, commission, that he has not, in estimating the contract price demanded by him, included any sum by reason of 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.

It is understood and agreed that there will be constructed by and at the expense of the United States, a three-span farm bridge of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at station 735 plus 00 of the El Paso Valley middle drain of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. It is further understood and agreed that the Vendor and his heirs and assigns will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.