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CITICLAIM DEED

JUNE L. JAMES ESTATE

(Tract 1, Now a part of I.B.W.C., R. O. W. near Riverside Heading)

0023-0078-0005-00

12-(5) Texas

STATE OF TEXAS)
COUNTY OF EL PASO)

QUIT CLAIM DEED

WHEREAS, by an order of the County Court, El Paso County, sitting in matters probate, made at the March term, 1928 of said court, directing the sale of the tracts or parcels of land hereinafter described, belonging to the estate of Mrs. J. L. James, deceased, the administration of which estate was then pending in said court, upon an application by the Administrator with Will Annexed for an order of court to sell said land, made to said court on the 11th day of February, 1928; The First National Bank of El Paso, Texas, Administrator with Will Annexed of the Estate of the said Mrs. J. L. James, deceased, did in pursuance of the said order of the court, sell said premises in the County of El Paso, Texas, on the 16th day of March, 1928, at a private sale, to the United States of America for the sum of One Hundred Twenty-Five (\$125.00) Dollars, said land to be used by the United States of America in constructing irrigation canals; and, whereas report of said sale was, on the 16th day of March, 1928, made to the said court; and, whereas the said sale made as aforesaid, was, in the March term 1928, the same being a regular term of said court, on the 23rd day of March, 1928, in all respects approved and confirmed by a decree of said court, which decree ordered the Administrator with Will Annexed to execute to the United States of America a quitclaim deed to the said tract of land, releasing and quitclaiming to the United States of America all interest in the said land owned by the estate of Mrs. J. L. James, deceased, and

WHEREAS, the Government of the United States of America has rejected the quitclaim deed, executed by the Administrator of the Will Annexed, as a basis of payment for the sum of One Hundred Twenty-Five (\$125.00) Dollars;

and, whereas, the said Government of the United States of America has refused to accept the quitclaim deed which complied with said order, and the First National Bank, of El Paso, Texas, administrator with Will Annexed of the Estate of Mrs. J. L. James, deceased, has filed an application in the County Court of El Paso County, Texas, on April 11, 1928, praying for an order of Court authorizing the Administrator with Will Annexed to reform said quitclaim deed, and to have the same recite a consideration of One (\$1.00) Dollar; and, whereas on the 11th day of April, 1928, at a regular term of the County Court of El Paso County, Texas, an order was entered by the said Court authorizing the Administrator with Will Annexed of the Estate of Mrs. J. L. James, deceased, to execute a quitclaim deed to the following described tracts of land, for a consideration of One (\$1.00) Dollar;

NOW, THEREFORE, The First National Bank of El Paso, Texas, Administrator with Will Annexed of the estate of Mrs. J. L. James, deceased, in consideration of the sum of One(\$1.00) Dollar to the said Administrator with Will Annexed in hand paid by the United States of America, the receipt whereof is hereby acknowledged, does by these presents bargain, sell, release and forever quitclaim unto the said United States of America and its assigns, all the right, title and interest of the estate of Mrs. J. L. James, deceased, in and to that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit;

Two tracts of land located approximately two miles south of the Catholic Church in the town of Ysleta, El Paso County, Texas, and in the North one-half ($\frac{1}{2}$) Section Eleven (11), Township Thirty-Two (32) South Range Six (6) East, United States Bureau of Reclamation Survey, and being also in Survey Fifty-four (54) of the Ysleta Grant, and said two (2) tracts combined containing 5.6 acres of land more or less, and more particularly described as follows;

Tract No. 1:

Beginning at a point on the northerly line of said survey fifty-four (54) and from which point the northeast corner section eleven (11) bears North fifty-nine degrees fifty-one minutes (N 59°51') East four thousand two hundred, seventy and ninety-two hundredths (4270.92) feet and an iron pipe set for a corner of survey fifty-four bears South eighty-nine degrees fifty-nine minutes (S 89°59') East one thousand three hundred sixty-nine and seventy-six hundredths (1369.76) feet and North eighty-nine degrees forty-seven minutes (N 89°47') East four hundred ten and thirty-five hundredths (410.35) feet; thence South eight degrees twenty-nine minutes (S 8°29') East thirty-eight and ten hundredths (38.10) feet; thence South twenty-eight degrees fourteen minutes (S 28°14') East three hundred eighty-three and sixty-five hundredths (383.65) feet to a point on the southerly line of said survey fifty-four (54); thence along said southerly line of survey fifty-four (54) North eighty-nine degrees fifty-six minutes forty-five seconds (N 89°56'45") West four hundred eleven and seventy-two hundredths (411.72) feet to a point on the Rio Grande; thence up the Rio Grande North twenty-six degrees thirty-two minutes (26°32') West four hundred nineteen and forty-six hundredths (419.46) feet to a point on the northerly line of survey fifty-four (54) and from which point the northeast corner section eleven (11) bears north sixty-two degrees twenty-four minutes thirty seconds (N 62°24'30") East four thousand six hundred thirty-one and nine-tenths (4631.9) feet; thence along the northerly line of survey fifty-four (54) North eighty-nine degrees fifty-nine minutes (89°59') East four hundred twelve and no tenths (412.0) feet to point of beginning, said tract of land containing three and five tenths (3.5) acres more or less.

Tract No. 2:

Beginning at a point on the northerly line of survey fifty-four (54) of the Ysleta Grant and from which point the northeast (NE) corner section eleven (11) bears North forty-seven degrees seventeen minutes (N 47°17') East three thousand one hundred sixty-two and twenty-two hundredths (3162.22) feet and an iron pipe set for a corner of survey fifty-four (54) bears south eighty-nine degrees forty-seven minutes (S 89°47') East four hundred ten and thirty five hundredths (410.35) feet; thence South sixty-one degrees (S 61°00') West one hundred sixty-five and twenty-one hundredths (165.21) feet; thence South eighty-nine degrees fifty-nine minutes (S 89°59') West nine hundred fifty-nine and three tenths (959.3) feet; thence North

seventy degrees six minutes ($70^{\circ}6'$) West two hundred thirty-four and eighty-two hundredths (234.82) feet to a point on the northerly line of said survey fifty-four (54) and from which point the northeast corner of said section eleven (11) bears North fifty-nine degrees thirty-two minutes ($N 59^{\circ}32'$) East four thousand two hundred thirty-two and twenty-eight hundredths (4232.28) feet; thence North eighty-nine degrees fifty-nine minutes ($N 89^{\circ}59'$) East along the northerly line of survey fifty-four (54) one thousand three hundred twenty-four and fifty-four hundredths (1324.54) feet to point of beginning, said tract of land containing two and one-tenth (2.1) acres more or less.

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TO HAVE AND TO HOLD THE ABOVE RIGHT, title, interest and claim in and to the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said United States of America and its assigns forever.

IN TESTIMONY WHEREOF, The First National Bank of El Paso, Texas, as administrator with Will Annexed, has caused this instrument to be executed by its Vice-President, attested by its Cashier, and its corporate seal affixed, this the 22nd day of May 1928.

THE FIRST NATIONAL BANK OF EL PASO, TEXAS

By J. E. Benton
Vice-President.

ATTEST

J.M.Mandeville
Asst. Cashier

Administrator with Will Annexed, of the
Estate of Mrs. J.L.James, deceased.

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, C. H. Carroll, a Notary Public in and for County of El Paso, State of Texas, on this day personally appeared J. E. Benton, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice-President of the First National Bank of El Paso, Texas, and acknowledged to me that he executed the same as Vice-President of the First National Bank of El Paso, Texas, and as the act and deed of the said corporation, and that the First National Bank of El Paso, Texas, executed the same as Administrator with Will Annexed of the estate of Mrs. J. L. James, deceased, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of April, 1928.

C. H. Carroll

Notary Public in and for El Paso
County, Texas.

CERTIFICATE OF RECORD.

The State of Texas)
County of El Paso) I, W. D. Greet, County Clerk in and for said county do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 7th day of June, 1928, at 9:36 A.M. and duly recorded the 25th day of June, 1928 at 4:00 P.M. in the deed records of said county, in volume 497 on page 148.

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

W. D. Greet, County Clerk
By A. A. Osborne, Deputy

IN THE COUNTY COURT OF EL PASO COUNTY, TEXAS

March Term, 1928.

IN THE MATTER OF THE ESTATE

OF

NO. 5078

MRS. J. L. JAMES, DECEASED.

On this the 12th day of April, 1928, came on to be heard the application of the Administrator with Will Annexed of the Estate of Mrs. J. L. James, Deceased, to reform the deed to be given by said Administrator to the United States of America and to have the same show a consideration of One (\$1.00) Dollar rather than One Hundred Twenty-five (\$125.00) Dollars, said Quitclaim deed being to the following described tracts or parcels of land lying in the County of El Paso, State of Texas:

Two tracts of land located approximately two miles south of the Catholic Church in the town of Ysleta, El Paso County, Texas and in the North one-half (1/2) Section Eleven (11) Township Thirty-two (32) South Range Six (6) East, United States Bureau of Reclamation Survey, and being also in Survey Fifty-four (54) of the Ysleta Grant, and said two tracts combined, containing 5.6 acres of land more or less, being more particularly described in the said application and in the order of sale entered thereon and also fully described in the other court orders appertaining thereto.

And it appearing to the court that the purpose of said change is to conform to the requirements of the General Accounting Office of the Reclamation Service of the Government of the United States of America and that said order is necessary for that purpose.

It is hereby ordered, adjudged and decreed that the said confirmation or the report of sale of the Administrator and the quitclaim deed made in pursuance of such confirmation be changed and reformed to recite a consideration of One (\$1.00) Dollar rather than One Hundred Twenty-five (\$125.00) Dollars.

It is further ordered that the Administrator with Will Annexed enter into a contract with the Government of the United States of America, whereby the Government will pay to the Administrator with Will Annexed and to the tenant in possession the sum of One Hundred Twenty-five (\$125.00) Dollars for property destroyed by right-of-way for canal, said One Hundred Twenty-five (\$125.00) Dollars being the same consideration recited in the quitclaim deed.

(Signed)

E. B. McCLINTOCK
Judge, County Court of El Paso
County, Texas.

THE STATE OF TEXAS |

COUNTY OF EL PASO |

I, W. D. Greet, Clerk of the County Court in and for El Paso County, Texas, do hereby certify that the foregoing is a true and correct copy of the original order authorizing administrator to reform deed to United States of America, as the same appears from the Probate minutes of said Court, book 65, page 86.

Given under my hand and seal of said court, at office in El Paso, Texas, this 22nd day of May, A. D. 1928.

W. D. Greet, County Clerk,

By C. Aranda
DEPUTY.

C O P Y

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY With reference to the following described land:

Two tracts of land located approximately two miles south of the Catholic Church in the town of Ysleta, El Paso County, Texas, and in the north one-half Section Eleven, Township thirty-two South Range Six East, United States Bureau of Reclamation Survey, and being also in Survey Fifty-four of the Ysleta Grant and more particularly described, an agreement dated May 23rd, 1928 with The First National Bank of El Paso, Texas and Epidio Rodriguez;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors who are reputed owners are the actual owners and that there are no unpaid taxes, unsatisfied mortgages or other liens outstanding against the said land.

Geo. W. Hoadley
Junior Engineer.

El Paso, Texas.
June 14th, 1928.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land-purchase contract dated May 23rd, 1928, between the United States of America, and The First National Bank of El Paso, Texas and Egidio Rodriguez, 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 June, 1928.

Geo. W. Hoadley

Junior Engineer.

IN THE COUNTY COURT OF EL PASO COUNTY, TEXAS

March Term, 1928.

IN THE MATTER OF THE ESTATE

OF

NO. 5078

MRS. J. L. JAMES, DECEASED.

On this the 12th day of April, 1928, came on to be heard the application of the Administrator with Will Annexed of the Estate of Mrs. J. L. James, Deceased, to reform the deed to be given by said Administrator to the United States of America and to have the same show a consideration of One (\$1.00) Dollar rather than One Hundred Twenty-five (\$125.00) Dollars, said quitclaim deed being to the following described tracts or parcels of land lying in the County of El Paso, State of Texas:

Two tracts of land located approximately two miles south of the Catholic Church in the town of Ysleta, El Paso County, Texas and in the North one-half (N $\frac{1}{2}$) Section Eleven (11) Township Thirty-two (32) South Range Six (6) East, United States Bureau of Reclamation Survey, and being also in Survey Fifty-four (54) of the Ysleta Grant, and said two tracts combined, containing 5.6 acres of land more or less, being more particularly described in the said application and in the order of sale entered thereon and also fully described in the other court orders appertaining thereto.

And it appearing to the court that the purpose of said change is to conform to the requirements of the General Accounting Office of the Reclamation Service of the Government of the United States of America and that said order is necessary for that purpose.

It is hereby ordered, adjudged and decreed that the said confirmation or the report of sale of the Administrator and the quitclaim deed made in pursuance of such confirmation be changed and reformed to recite a consideration of One (\$1.00) Dollar rather than One Hundred Twenty-five (\$125.00) Dollars.

It is further ordered that the Administrator with Will Annexed enter into a contract with the Government of the United States of America, whereby the Government will pay to the Administrator with Will Annexed and to the tenant in possession the sum of One Hundred Twenty-five (\$125.00) Dollars for property destroyed by right-of-way for canal, said One Hundred Twenty-five (\$125.00) Dollars being the same consideration recited in the quitclaim deed.

(Signed)

E. B. McCLINTOCK
Judge, County Court of El Paso
County, Texas.

THE STATE OF TEXAS |
COUNTY OF EL PASO | I, W. D. Greet, Clerk of the County Court in
and for El Paso County, Texas, do hereby certify that the foregoing is a
true and correct copy of the original order authorizing administrator to
reform deed to United States of America, as the same appears from the
Probate minutes of said Court, book 65, page 86.

Given under my hand and seal of said court, at office in El
Paso, Texas, this 22nd day of May, A. D. 1928.

W. D. Greet, County Clerk,

By C. Aranda
DEPUTY.

C O P Y

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

CONTRACT RELATING TO Purchase of Land
Improvement

This Contract, Made May 23rd, 1928, 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, herein styled the United States, represented by the officer executing this contract, and subject to the approval of the proper supervisory officer, and The First National Bank of El Paso, Texas, administrator of the estate of Mrs. J. L. James and Epidio Rodriguez.

herein styled Contractor, their heirs, executors, administrators, successors, and assigns.

2. Witnesseth, That the parties hereto do hereby mutually covenant and agree as follows:

3. The Contractor ~~will~~ **does hereby sell, assign, transfer and set over to the United States, free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, crops, trees, shrubbery, and other improvements, (all herein-after styled improvements), located upon, attached to, or connected with two tracts of land located approximately two miles south of the Catholic Church in the town of Yaleta, El Paso County, Texas, and in the north one-half (1/2) Section Eleven (11), Township thirty-two (32) South Range Six (6) East, United States Bureau of Reclamation Survey, and being also in Survey Fifty-four (54) of the Yaleta Grant and more particularly described as follows:**

Tract No. 1. Beginning at a point on the northerly line of said survey fifty-four (54) and from which point the northeast corner section eleven (11) bears North fifty-nine degrees fifty-one minutes (59°51') East four thousand two hundred seventy and ninety-two hundredths (4270.92) feet and an iron pipe set for a corner of Survey fifty-four bears North eighty-nine degrees fifty-nine minutes (89°59') east one thousand three hundred sixty-nine and seventy-six hundredths (1369.76) feet and south eighty-nine degrees forty-seven minutes (89°47') east four hundred ten and thirty-five hundredths (410.35) feet; thence south eight degrees twenty-nine minutes (8°29') east thirty-eight and ten hundredths (38.10) feet; thence South twenty-eight degrees fourteen minutes (28°14') east three hundred eighty-three and sixty-five hundredths (383.65) feet to a point on the southerly line of said survey fifty-four (54); thence along said southerly line of survey fifty-four (54) North eighty-nine degrees fifty-six minutes forty-five seconds (89°56'45") west four hundred eleven and seventy-two hundredths (411.72) feet to a point on the Rio Grande; thence up the Rio Grande North twenty-six degrees thirty-two minutes (N 26°32') west four hundred nineteen and forty-six hundredths (419.45) feet to a point on the northerly line of survey fifty-four (54) and from which point the northeast corner section eleven (11) bears north

Checked for engineering data. G. W. H.

7. The contractor will procure and have recorded where proper for record, all evidences of title which in the opinion of the District Counsel for the Bureau of Reclamation, are necessary to show good title unencumbered, in the Contractor to the property purchased, and which may be requested by said District Counsel.

8. The United States will pay the Contractor the sum of One hundred and twenty-five (\$125) Dollars upon Government voucher, by Treasury warrant or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason for the matters and things herein stated.

9. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence to any lien or encumbrance over this contract, nor as an assumption of the same by the United States.

10. The United States will permit the Contractor to retain possession, of the land above described, to use and enjoy the same, and to remove therefrom any property not the property of the United States, until 192, unless prior thereto it becomes necessary to occupy said land for Government purposes, in which event the Contractor will be duly notified; and the Contractor agrees that whenever so notified the Contractor will immediately yield and deliver up the possession of said land, together with the said improvements thereon purchased by the United States.

~~Under the terms of this contract no person shall be employed who is undergoing a sentence of imprisonment or hard labor imposed by any municipal, territorial, or State court having jurisdiction.~~

11. No interest in this contract shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

12. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

13. 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 to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract 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).

14. The contractor warrants that the contractor 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 contractor for the purpose of securing business with others than the Government.

In witness whereof, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L. R. Flook

JUN 15 1928

Acting Superintendent

Bureau of Reclamation.

First National Bank of El Paso
By J. S. Sexton, Contractor.
Administrator of the estate of Mrs. J. L. James

R. P. Rodriguez

P. O. Address

El Paso Tex

Approved, _____, 1928.

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

July 17, 1928

El Paso, Texas, _____

From Superintendent

To District Counsel

Subject: Donation deed, Rio Grande project.

1. For ~~and~~ consideration, there ~~is~~ transmitted herewith ~~the~~ deed, dated ~~5.6~~ 192~~8~~, from ~~the~~ First National Bank of El Paso, Texas, administrator of the estate of Mrs. J. L. James conveying ~~_____~~ 11 acres of land, in Sec. 32 Twp. 6 Range Six East.

2. From the following investigation ~~of tax and title records find~~ no persons claiming adverse rights;

3. The holding ~~fr~~ 2000.00 the land is donated contains about 20 acres, ~~is~~ worth about \$ _____, and has an incumbrance against it of about \$ _____.

4. The land donated is worth about \$ 250.00, ~~and~~ the structures the United States will place ~~thereon~~ will cost about \$ _____. These structures are _____.

L. R. Fiock

Acting

Superintendent

El Paso, Texas, July 20, 1928

The donation deed above described is approved as to form and legal sufficiency, and, in my opinion, it is advisable for the United States, without further assurances of title, to accept and record the deed, and utilize the land for the purpose indicated.

H. S. Durie
District Counsel

El Paso, Texas, July 24, 1928

The donation deed above described has been accepted and recorded, and is transmitted herewith to the Washington office for filing.

L. R. Fiock
Act. Superintendent

Original court order attached to contract dated May 23rd, 1928, symbol No. 116r-213, between the United States and the First National Bank of El Paso and Epidio Rodriguez.

El Paso, Texas, July 24, 1928

Acting Superintendent

The Commissioner, Washington, D. C.

Donation deed from First National Bank of El Paso, Texas, administrator of the estate of Mrs. J. L. James, deceased - Rio Grande Project.

1. There is transmitted herewith donation deed dated May 22nd, 1928 from the First National Bank of El Paso, Texas, administrator of the estate of Mrs. J. L. James, deceased, conveying 5.6 acres of land.

L. B. Flock

Encl.

CC - Chief Engineer with copy of donation deed.

El Paso, Texas.
March 30, 1926.

Memorandum for Mr. Hoadley:

In re: Right-of-Way- Mrs. J.L. James Estate.

1. Unfortunately the form of the quitclaim deed in the above named matter would be rejected by the General Accounting office as a basis for payment of the \$125.

2. My suggestion would be that a brief recital be made in a new application to the court for an order authorizing the execution of the quitclaim deed for consideration of \$1.00 and for authority to execute jointly with the then tenant a contract whereby the government would pay \$125 for crops destroyed by the right of way, the division of the proceeds thereof to be made between such tenant and administrator in accordance with their respective interests in the crop.

3. The application could recite a misunderstanding of the government's fiscal requirements, set forth the fact that such requirements in order to secure payment for such crops necessitate this action and that the benefits to accrue to the remaining land from the construction of the works for which the right of way is to be used are such that it would be in the best interests of the estate to quitclaim the necessary right of way for the nominal consideration of \$1.00.

4. The quitclaim deed could recite the new application and court order.

5. The improvement purchase contract accompanying the crop settlement for \$125 consideration should be executed by the administrator and the then tenant. It should be accompanied by a certificate from the County Clerk showing that at the time of its execution the Bank was the duly appointed, qualified, and acting administrator.

6. Similar certificate should accompany the deed or reference made to the one which accompanied the contract in transmittal of the deed.

It is unfortunate that this procedure is indispensable to acceptance for payment later but there seems to be no other way in which the matter can be closed in light of requirements of fiscal regulations.

- - -
H.J.S.D.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated May 25, 1928
symbol and number 1167-218 made by the First National Bank of El Paso and
amount involved \$ 125.00 authority No. 1011 (on clearing account)
purpose Purchase of Improvements

Reference: (a) copy to Bureau Office; (c) copy to Commissioner; (d) copy to Denver office; and (e) copy to District Counsel.
Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas, and

Place El Paso, Texas Date June 14, 1928
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.

Acting Project Superintendent.
Inclosures: (a) Original and 3 copies of this form.
(b) 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 Rio Grande Project office.

Inclosures: (a) Original and 2 copies of this form.
(b) Original and 4 copies of contract.

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

Place 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.

Inclosures: (a) Original and _____ copies of this form.
(b) Original and _____ copies of contract.

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

ABSTRACT OF AGREEMENT

ADVERTISING—AWARD—FORM

No. 116-218
(Contract)
Date _____, 19__

Department of the Interior Bureau of Reclamation El Paso, Texas
(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

Administrator of the estate of Mrs. J. L. James
The First National Bank of El Paso, Texas/and Total amount, \$ 125.00
(Name of contractor)

By J. E. Denton and Epidio Rodriguez Subject Purchase of Improvements
(Name of contractor)

Title Vice-President and Contractor Contract period May 25, 1928

Address El Paso, Texas Appropriation _____

Contracting officer L. R. Flock, Acting Supt. Discount _____

Items _____

Quantity _____

Unit price(s) _____

Deliveries _____

Conditions _____

Payments \$125.00 made by Special Fiscal Agent L. S. Kennicott

Deductions _____

Special requirements: _____

Damages, actual _____

Damages, liquidated _____

Other _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

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

* See NOTE 1 on reverse hereof.