

780

CLIFFORD, JAMES & CLIFFORD, T. E. PURCHASE OF IMPROVEMENTS (Stock Subscription Contract)

181

RIVER DRAIN

0023-0086-0013-00

2041

1922

20-(13) Texas

78

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated July 8, 1922, with James Clifford and T. E. Clifford, is required for purposes authorized by the Act of June 17, 1902, (32 Stat. 388), namely, as right of way for the River Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$311.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

W. H. Lawson,
Project Manager

El Paso, Texas, July 8, 1922.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, July 8, 1922.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from James Clifford and T. E. Clifford, in the Town of Cuadrilla, Texas, in the East half of the Northeast quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) Section twenty-five (25), Township thirty-three (33) South, Range seven (7) East, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer

J. Clifford
Rio Grande Project.

Form 7-523
Approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)

CONTRACT
(Disbursement)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT TEXAS - NEW MEXICO.

This Agreement, made July 8, 1919, in pursuance of the act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, between the UNITED STATES OF AMERICA and twenty-two in pursuance of the act of June 17, 1902 (32 Stat. 388), and hereinafter styled the United States, by L. H. Lawson, Project Manager, and James Clifford and T. E. Clifford supervisory officer of the United States Reclamation Service, and James Clifford and T. E. Clifford

Vendors,

hereinafter styled Contractor, they heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. The Contractor will—

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer, and set over to the United States free and clear of any lien or incumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:
A tract of land in the town of Cuadrilla, Texas, in the east half of the northeast quarter (E1/4NE1/4) of section twenty-five (25), township thirty-three (33) south, range seven (7) east, United States Reclamation Service survey, being also in the San Eliscario Grant, Tract No. 1, and beginning at a point on the right of way line of a county road for the northeast corner of the tract herein described, from which point the northeast corner of the said section twenty-five (25) bears north fifty-three (53) degrees forty-three (43) minutes east one thousand six hundred thirteen and thirty-seven hundredths (1613.57) feet distant; thence south forty-three (43) degrees thirty-one (31) minutes east one thousand two hundred twenty-seven and fifty-nine hundredths (1227.59) feet to a point on the westerly right of way line of the said Cuadrilla lateral, which

Correct as to Engineering Data
E. A. M.

is the property of the United States, and from which point the north-east corner of the said section twenty-five (25) bears north thirteen (13) degrees fifty-two (52) minutes east one thousand nine hundred and thirty-one hundredths (1900.31) feet; thence along said right of way line south thirteen (13) degrees ten (10) minutes west one hundred forty-three and six-tenths (143.6) feet; thence north forty-three (43) degrees thirty-one (31) minutes west one thousand four hundred seventy-three and fifteen-hundredths (1473.15) feet to a point on said right of way line of a county road; thence along said last mentioned right of way line south seventy-nine (79) degrees sixteen (16) minutes east two hundred five and four-tenths (205.4) feet to the point of beginning; said tract of land containing three and seventy-two hundredths (3.72) acres, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of Three Hundred Eleven (311.00) 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 of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley water users' association.

6. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances 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 be retained from the purchase price and the same discharged with the money so re-

For and in consideration of the faithful performance of this contract, the Contractor shall be paid

the sum of ... Dollars ...

It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

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

INSTRUCTIONS

THE UNITED STATES OF AMERICA,

Note: Execute this contract only on the copy for the Postoffice, not on original.

By L. H. AWSON
Project Manager, U. S. R. S.

Witnessed and sworn to before me at James Clifford on this 1st day of July, 1941.
T. R. Clifford
Vendors

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a

COPIE OF _____
DATE OF _____, 19____

* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas, July 21, 1922

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated

With James Clifford and T. E. Clifford

Estimated amount involved, \$311.00 Authority No 6-60

Accompanied by bond and copies on Clearing Acct.

(Insert "Yes" or "No" bond) No bond

Purpose: Purchase of improvements on 3.72 acres of land granted

for canal purposes by stock subscription contract

with water users' association. Land required for

River Drain. 3.72 acres cultivated at \$75.00 per acre, \$279.00; plowing seeding cane and refixing borders \$32.00

Advise Project Manager at El Paso, Texas (Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Original and 4 copies contract
- " " 2 " certificate of recommendation
- " " 2 " possessory certificate
- " " 2 " F.L.T.
- " " 2 " certificate as to title

3 Blueprints

L. M. Lawson

(Signature)

El Paso, Texas, July 21, 1922.

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by

P. W. Dent
District Counsel,

on July 27, 1922

Inclosures as follows returned to Project Manager:
(Same as above)

Remarks:

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY, with reference to the following described land:

A tract of land containing 5.72 acres, more or less, in the East half of the Northeast quarter, Section 25, Township 33 South, Range seven (7) East, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with James Clifford and T. E. Clifford, dated July 8, 1922:

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 the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land;

That the said land is not homestead property.

P. W. Dent
District Counsel.

El Paso, Texas, July 21, 1922.