

780

CRITCHET, CECIL C.

WARRANTY DEED

RIVERSIDE CANAL

0023-0087.0031-00

21-(31) Texas

780

ORGANIZED AND OPERATING UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

POLICY N^o 25389
O. T. NO. 14845

AMOUNT \$ 50.00

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

COMMERCIAL STANDARD INSURANCE COMPANY,**a Corporation, of Fort Worth, Texas,****herein called the Company, for value****Does Hereby Guarantee to**

---, - - - - - THE UNITED STATES OF AMERICA - - - - -
 it's suecessors and assigns
 (herein styled insured), heirs, executors and administrators that it ~~has~~ has good
 and indefeasible title to the following described real property:

A tract of land lying and situate in El Paso County, Texas and in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 34, S, Range 8 East Bureau of Reclamation Survey; being also within Survey 79 of the Island San Elizario Grant and Tract 7, Block 54 and accretaiion thereto, of the official resurvey of the 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; more particularly described as follows:

Beginning at the point of intersection of the SEly right of way line of a county road which is also the NWly line of Tract 7, Block 54 of said official resurvey of the San Elizario Grant with the NEly right of way line of the Rogers-1-243 Lateral, which is the property of the United States, and from which point the most Wly corner of Tract 6, Block 54 of said official resurvey of the San Elizario Grant bears S 50 deg. 15' W, 209.5 feet, N. 85 deg 23' W, 77.3 feet and S. 50 deg. 15' W, 307.3 feet; thence along the SEly right of way line of said county road and NWly line and an extension thereof of said Tract 7, N. 50 deg. 15' E, 201.4 feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed S. 37 deg. 27' East, 73.1 feet and S. 30 deg. 27' East 48.4 feet to a point where the said center line intersects the extension of the dividing line between Tracts 6 and 7 of the said official resurvey of the San Elizario Grant; thence along said dividing line as extended S. 55 deg. 52' W. 202.2 feet to the NEly right of way line of the Rogers I-243 Lateral and from which point the most southerly corner of said Tract 6 bears S. 19 deg, 48' West 676.7 feet; thence along said northeasterly right of way line of the Rogers I-243 Lateral N. 33 deg. 47' W, 101.5 feet to the point of beginning. Said tract of land containing 0.52 of an acre, more or less. All is shown on plat attached to and made a part of contract dated September 10, 1940, between the grantor and grantee herein, of record in Volume 676, at page 32, of Deed Records of El Paso County, Texas.

Abstract Examined by G. A. D.
 Date 2/10/41 JAM

subject to:

1. Following liens: Taxes after January 1st, 1941.

1a. Water charges after January 1st, 1941

- 2. Restrictive covenants affecting the property above described.
- 3. Any discrepancies in area and boundaries which a correct survey would show.
- 4. All construction charges due to the U.S.A.
- 5. All matters emanating from contracts with El Paso Valley Water users Association
- 6. Rights of parties in possession.

Said Company shall not be liable in a greater amount than actual monetary loss of insured, and in no event shall said Company be liable for more than - - - - -
Fifty and no/100 (\$50.00) - - - - - Dollars,
and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commence-

ment of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

Upon sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the insured, his heirs, executors and administrators, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by insured conveying said property. The Company to be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof (and not excepted above) such liability not to exceed the amount above written.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company.

Karl Z. Vasey

Secretary.

J. D. Sumner

President.

Countersigned at El Paso, Texas this 19th day of November 1940

ATTEST:

Pioneer Abstract & Guarantee Title Co.

B. E. Schwarzbach
Ass't Secy.

By: *H. W. Newman* Agent.
Pres.

**Commercial
Standard
Insurance Company**

Fort Worth, Texas

**OWNER'S POLICY
OF TITLE INSURANCE**

To

The United States of
America

PROPERTY

0.52 acres out of
Tract 7, Block 54, San
Elizario Grant

2M-11-39

STATE OF TEXAS, }
COUNTY OF EL PASO.

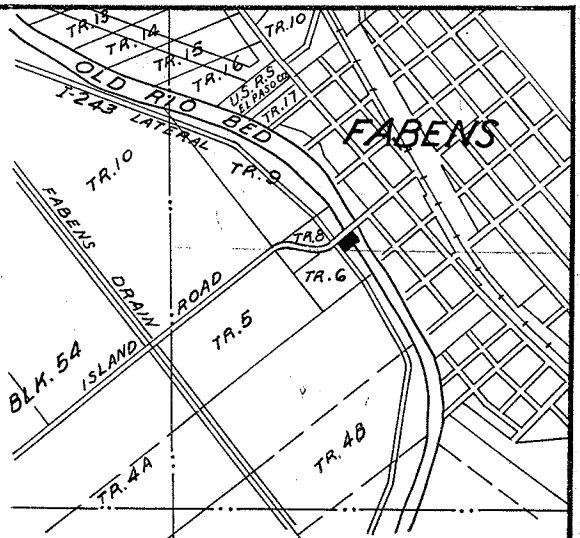
Cecil C. Crichton, a single man,

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

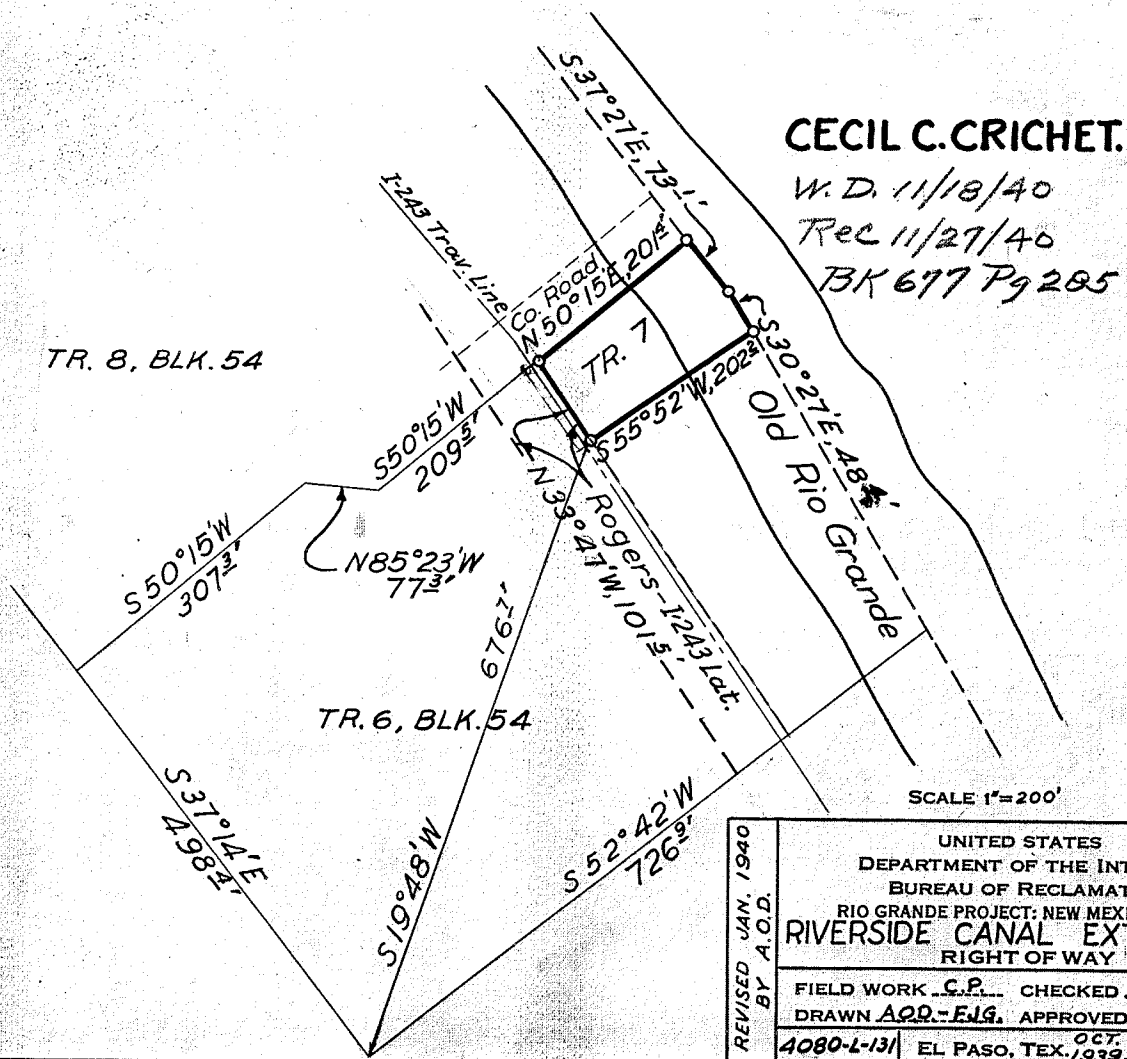
no/100 (\$50.00) - - - - -

DOLLARS.

Know all men by these presents;



Location Plat
Section 4, T34S-R8E, U.S.R.S.
Tract 7, Block 54
Resurvey, San Elizario Grant
El Paso Co., Texas
Total R. of W. 0.52 Ac.



CECIL C. CRICHET.

W. D. 11/18/40
Rec 11/27/40
BK 677 Pg 285

SCALE 1"=200' 30

REVISED JAN. 1940 BY A.O.D.	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT: NEW MEXICO-TEXAS RIVERSIDE CANAL EXTENSION RIGHT OF WAY	
	FIELD WORK	C.P. CHECKED
	DRAWN	A.O.D. - F.J.G. APPROVED
	4080-L-131	EL PASO, TEX. OCT. 1939

TRANSFER CASE

430.-
RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas. January 2, 1941

M & F

From Superintendent
To The Commissioner, Washington, D. C.
Subject - Acquisition of Land - Transmittal of Papers -
Land purchased from Cecil C. Crichton -
Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General Accounting office to support G. F. Allen's voucher 19-45584 dated December 20, 1940, covering payment for the acquisition of land from Cecil C. Crichton for right of way in connection with the Riverside Canal Extension are enclosed herewith.

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - - -

In duplicate
Encls-

Original Opinion of Title
Original Recorded Deed
Original Policy of Title Insurance
List citing all related vouchers

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance

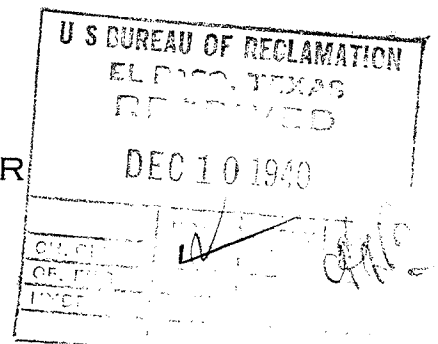
Abstract Examined by G. A. O.
Date *1/11/41*

JAN-6'41 41189

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

210 United States Court House
El Paso, Texas



December 5, 1940

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated September 10, 1940, between the United States and Cecil C. Crichtet; Area, .52 of an acre; Consideration, \$50.00; for Riverside Canal Extension - Rio Grande Project.

1. A good and sufficient title to the real property described in the above mentioned land purchase contract between the United States and Cecil C. Crichtet, a single man, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated November 18, 1940, from Cecil C. Crichtet, a single man, to the United States, and by policy of title insurance No. 25389 of the Commercial Standard Insurance Co. of Fort Worth, Texas, counter-signed November 19, 1940, by the Pioneer Abstract & Guarantee Title Co., as agent, and bearing the latter company's file No. 14845.

2. All state and county taxes appear to have been paid to and including those for the year 1940. Also, charges of the El Paso County Water Improvement District No. 1 appear to have been paid up to January 1, 1941.

3. The consideration named in the contract, namely \$50.00, may now be paid to the United States' grantor, there being no deductions.

4. The original and three copies of the recorded deed and the above mentioned title insurance policy are enclosed herewith.

In quadruplicate.

W. J. Lewis

Abstract Examined by G. A. O.
JAN-641 41189

List of vouchers related to the acquisition of
land covered by Contract 116r-1455 dated Sept. 10, 1940
with Cecil C. Crichton, Riverside Canal Extension -
Rio Grande Project.

Paying Office					
Albuquerque, N. M.	19-45584	Dec. 20, 1940	Purchase Land	\$50.00	
" "	19-42543	Dec. 10, 1940	Policy of Title Insurance	15.00	

- - - -

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

400-
RIO GRANDE

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Sept. 10, 1940
symbol and number 116r-1455; made by Cecil C. Crichton
amount involved, \$ 50.00; authority No. _____ or clearing account
purpose Land for Riverside Canal Extension
Reference: Approved Oct. 8, 1940 by A. J. Wirtz, Under Secretary -
See Acting Commissioner's letter of Oct. 7, 1940
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 Oct. 14, 1940

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.

Inclosures:

Original and 3 copies of this form.
Original and 4 copies of contract.

Place Denver, Colo. Date 10/21/40

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:

Original and 2 copies of this form.
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. _____ Chief Engineer.

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:

Original and _____ copies of this form.
Original and _____ copies of contract.

Place Washington, D. C. Date _____

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

DIRECTOR

Commissioner.

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-1455
(Contract)
Date Sept. 10, 1940

DEPARTMENT OF THE INTERIOR

(Department or establishment)

BUREAU OF RECLAMATION

(Bureau or office)

El Paso, Texas

(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 _____
5. Without advertising, it being impracticable to secure competition because of _____
Riverside Canal Extension
(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. 5 of the method of or absence of advertising and in accordance with award of contract lettered _____, as shown above; that the total number of bids received is _____, and 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).

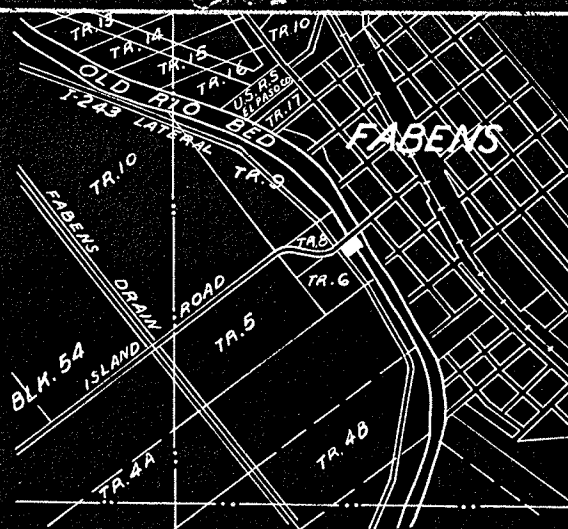
U. S. GOVERNMENT PRINTING OFFICE 6-8090

Riverside Canal Extension
Plat No. 30

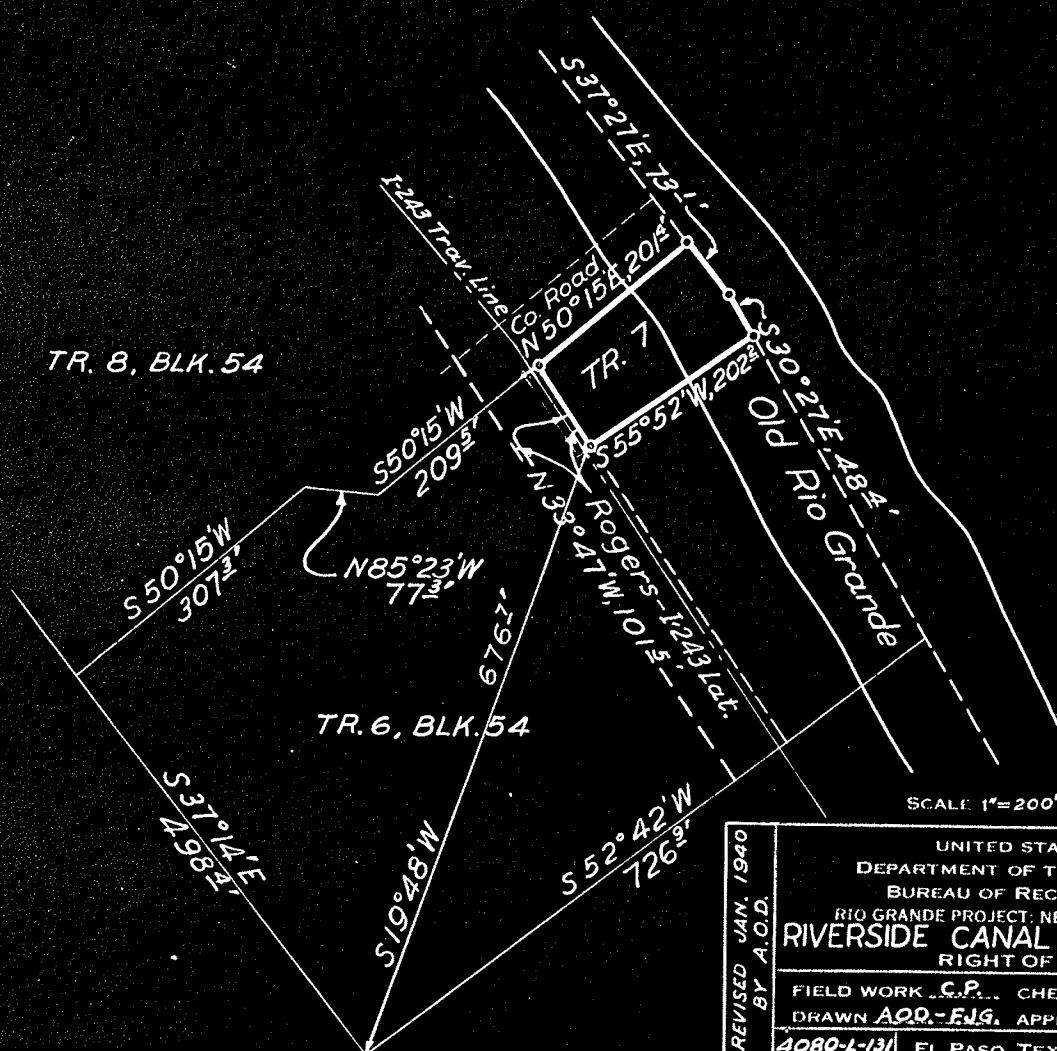
A tract of land lying and situate in El Paso County, Texas and in the Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section four (4) Township thirty-four (34) South, Range eight (8) East Bureau of Reclamation Survey; being also within Survey 79 of the Island San Elizario Grant and Tract seven (7) Block fifty-four (54) and accretion thereto, of the official resurvey of the 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; more particularly described as follows:

Beginning at the point of intersection of the southeasterly right of way line of a county road which is also the northwesterly line of Tract seven (7) Block fifty-four (54) of said official resurvey of the San Elizario Grant with the northeasterly right of way line of the Rogers - I-243 Lateral, which is the property of the United States, and from which point the most westerly corner of Tract six (6) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South fifty degrees (50°) fifteen minutes (15') West two hundred nine and five tenths (209.5) feet, North eighty-five degrees (85°) twenty-three minutes (23') West seventy-seven and three tenths (77.3) feet and South fifty degrees (50°) fifteen minutes (15') West three hundred seven and three tenths (307.3) feet; thence along the southeasterly right of way line of said county road and northwesterly line and an extension thereof of said Tract seven (7) North fifty degrees (50°) fifteen minutes (15') East two hundred one and four tenths (201.4) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed South thirty-seven degrees (37°) twenty-seven minutes (27') East seventy-three and one tenth (73.1) feet and South thirty degrees (30°) twenty-seven minutes (27') East forty-eight and four tenths (48.4) feet to a point where the said center line intersects the extension of the dividing line between Tracts six (6) and seven (7) of the said official resurvey of the San Elizario Grant; thence along said dividing line as extended South fifty-five degrees (55°) fifty-two minutes (52') West two hundred two and two tenths (202.2) feet to the northeasterly right of way line of the Rogers I-243 Lateral and from which point the most southerly corner of said Tract six (6) bears South nineteen degrees (19°) forty-eight minutes (48') West six hundred seventy-six and seven tenths (676.7) feet; thence along said northeasterly right of way line of the Rogers I-243 Lateral North thirty-three degrees (33°) forty-seven minutes (47') West one hundred one and five tenths (101.5) feet to the point of beginning. Said tract of land containing fifty-two hundredths (0.52) of an acre, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data 7/20/30



Location Plat
Section 4, T34S-R8E, U.S.R.S.
Tract 7, Block 54
Resurvey, San Elizario Grant
El Paso Co., Texas
Total R. of W. 0.52 Ac.



SCALE 1"=200'

30

REVISED JAN. 1940
BY A.O.D.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT: NEW MEXICO-Texas
RIVERSIDE CANAL EXTENSION
RIGHT OF WAY

FIELD WORK C.P. CHECKED _____
DRAWN ADD-FJG. APPROVED _____

4080-L-131 EL PASO, TEX. OCT. 1939.

Plat No. 30

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Land Classification and Valuation Report

Feature Riverside Canal Extension Date Dec. 9 1939
~~xxx~~

We, the undersigned Appraisers, do hereby certify that we have carefully examined the tract or tracts of land, together with the improvements thereon, if any, and believed to belong to

Cecil C. Crichtet

lying and situate in the County of El Paso State of Texas
and located in:

R	T.	Sec.	Subdiv.	Meridian
R	T.	Sec.	Subdiv.	Meridian
R	T.	Sec.	Subdiv.	Meridian
R	T.	Sec.	Subdiv.	Meridian

County Plat # 54 Tract # 7
Containing 0.55 Acres more or less, under
(not under) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

()	Acres	at \$	per acre \$	
()	Acres	at \$	per acre \$	
()	Acres	at \$	per acre \$	
()	Acres	at \$	per acre \$	
()	Acres	at \$	per acre \$	\$

Class 2. Suspended

()	Acres	at \$	per acre \$	
()	Acres	at \$	per acre \$	
()	<u>0.34</u>	Acres at \$ <u>100.00</u>	per acre \$	<u>34.00</u>
()	Acres	at \$	per acre \$	
()	<u>0.21 Rio Bed</u>	Acres at \$ <u>00</u>	per acre \$	<u>00</u>
()	Acres	at \$	per acre \$	\$ <u>34.00</u>

Land not under the Project:

Improvements:	\$	
	\$	
	\$	
	\$	
	\$	<u>34.00</u>

Grand Total \$

We furthermore individually certify that neither of us is in any manner related to the herein named owner, by marriage or otherwise, and that neither of us is in any manner financially interested in the herein described property.

George Huffman

W. K. Ramsey

Geo. W. Hoadley

Appraisers

Approved: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated 9-10-1940; made by Cecil C. Crichton
involving purchase of 0.55 acres of land, for \$ 50.00;
purpose Riverside Canal Extension

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ no sales per acre.

2. The land was entered under the law.
Final certificate is dated Patent is dated

No public land in Texas

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

4. The general character and quality of the land are as follows:

0.21 Acres river bed
0.34 Acres pasture

5. No acres of the land are being irrigated and no additional acres are susceptible of irrigation under water right described as follows:

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

No improvements

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated September 10, 1940, between the United States of America and Cecil O. Crichton, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$50.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 11th day of Sept. 1940.

L. R. Flock
Project Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated September 10, 1940 between the United States of America and Cecil C. Crichton, and that the proposed grantor is in actual, sole and exclusive possession of the land proposed to be conveyed claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any of it.

Dated at El Paso, Texas, this 11th day of Sept. 1940.

Geo. W. Hoadley
Right of Way Agent

TRANSFER CASE
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

ADDRESS ALL COMMUNICATIONS TO
THE COMMISSIONER

430.-
RIO GRANDE

OFFICE OF THE COMMISSIONER

CHIEF COUNSEL

[Signature]

OCT -7 1940

The Secretary
of the Interior.

Sir:

[Handwritten initials]

In connection with the acquisition of lands required for the Riverside Canal Extension, Rio Grande Project, on February 26, the Under Secretary approved an appraisal of a tract of land owned by Cecil C. Cricket. The entire ownership comprises .55 of an acre, appraised at \$34.

It appears that this tract was acquired by the owner for service station purposes at a price several times the appraised value, and that there are unpaid taxes on this land which will absorb a major portion of the price fixed by the appraisal. The owner has consistently refused to contract for the sale of this property on the basis of the appraisal. After considerable negotiation the owner has agreed to accept the sum of \$50 and the attached land purchase contract has been executed accordingly, with the understanding that it is contingent upon your approval.

As a compromise, and to avoid the expense of condemnation proceedings, I recommend that the attached land purchase contract in the amount of \$50 be approved.

Respectfully,

[Signature]

Acting Commissioner.

Enclosure 2344818

Approved: OCT - 8 1940

[Signature]
Under Secretary.

OCT-8'40 34883

Supt. El Paso
Copies-C.E.Denver
D.C.El Paso
10-8-40

TRANSFER CASE
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

430.-
RIO GRANDE

El Paso, Texas

September 12, 1940

CHIEF COUNSEL

From Superintendent CECIL C. CRICHET
To The Commissioner (Through Chief Engineer, Denver, Colorado)
Subject: Additional construction work in El Paso County Water Improvement District No. 1 - Right of Way - Riverside Canal Extension - Rio Grande Project.

1. With our office letter of December 21, 1939 there was transmitted a report of the Board of Appraisers, appraising the value of land necessary to be acquired for the Riverside Canal Extension, which is a part of the improvements provided for under contract with the El Paso County Water Improvement District No. 1 dated February 2, 1939. Report of the Board of Appraisers was approved by the Under Secretary on February 26, 1940 on the Commissioner's letter to the Secretary of February 15, 1940.

2. The tract of land shown under Plat No. 30, containing .55 acre, was appraised by the Board at \$34.00. The tract to be acquired constitutes the entire area under the ownership, it being desired to acquire the entire holding, which is required and will be utilized for the improvement work contemplated. The appraisal was made on the basis of acreage. It has developed that the tract was acquired by the owner for the purposes of a service station site at a price several times the appraised value; furthermore, there are unpaid taxes which would absorb a major portion of the amount set forth in the appraisal. Under these conditions the owner has persistently refused to contract for the sale of the land at the price fixed by the appraisal. With the understanding it is contingent upon the approval of the Department, he has signed a contract of sale in the amount of \$50.00. Under the circumstances it is recommended that the land purchase contract be approved in the amount of \$50.00 rather than instituting condemnation proceedings, which would otherwise be necessary.

3. A copy of the contract, copies of certificates to be attached and a copy of the report of the Board of Appraisers are transmitted herewith.

In triplicate.
Enc. Copy of contract and
accompanying papers (in trip.)

cc-District Counsel

SEP20'40 33611 In dup; cc El Paso.

W. H. Rock
Denver, Colo., Sept 17, 1940.

Forwarded to Comr., Washington, D. C., with concurrence in superintendent's recommendation.

W. H. Rock
Chief Engineer.

UNRECORDED

15408

Heal E. Buckel

45 of A. X

Warranty Deed

Filed for Record the

day of 19

FILED FOR RECORD

NOV 22 1940

AT 3:10 P.M. Clerk, County, Texas.

AND RECORDED

By 9 o'clock A.M. Deputy.

P.D. LOWRY, County Clerk

BY W. F. LAMAR, DEPUTY

11/18/40 671 285

Clerk County Court, El Paso County, Texas.

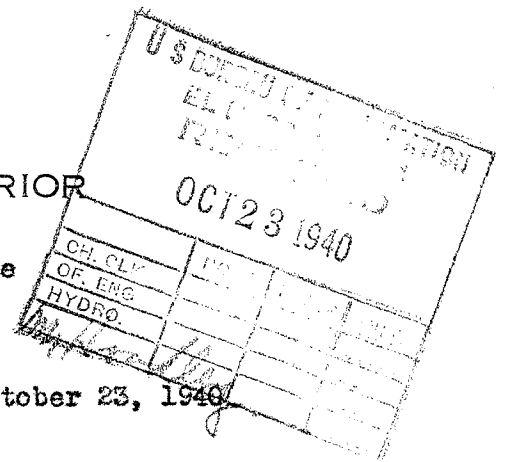
THE STATE OF TEXAS, County of El Paso. I, P.D. Lowry, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 18 day of A. D. 1940, with its certificate of authentication, was filed for record in my office this 22 day of A. D. 1940, at 3:10 o'clock P.M. and duly recorded the 22 day of A. D. 1940, at 9 o'clock P.M. in the records of said County, in Volume 671 on Pages 285. 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.

THE STATE OF TEXAS, County of El Paso. Before me, in and for El Paso County, Texas, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this _____ day of A. D. 19____.

WIFE'S SEPARATE ACKNOWLEDGMENT.

Notary Public in and for El Paso Co. Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
210 United States Court House
El Paso, Texas



October 23, 1940

Pioneer Abstract & Guarantee Title Co.,
First National Bank Bldg.,
El Paso, Texas.

Gentlemen:

A land purchase contract, dated September 10, 1940, has been entered into with Cecil C. Crichton, for the acquisition by the United States of 0.52 of an acre of land in El Paso County in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, T. 34 S., R. 8 E. Bureau of Reclamation Survey, being also within Survey 79 of the Island San Elizario Grant and Tract 7, Block 54 and accretion thereto, of the official resurvey of the San Elizario Grant. The purchase price named in the contract is \$50.00. For your convenient reference a plat of the tract to be purchased is enclosed herewith.

Please issue a title guarantee policy under your existing contract with this Bureau, in the amount of the consideration stated in the land purchase contract, to insure the title of this land in the United States. Upon receipt of your preliminary title letter I will take up with the landowner the matter of obtaining any curative instruments you may deem necessary before execution of a warranty deed in favor of the United States.

Very truly yours, *

H. J. S. Devries,
District Counsel.

Encl.

cc - Supt., El Paso

210 United States Court House
El Paso, Texas

December 5, 1940

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated September 10, 1940, between the United States and Cecil C. Crichtet; Area, .52 of an acre; Consideration, \$50.00; for Riverside Canal Extension - Rio Grande Project.

1. A good and sufficient title to the real property described in the above mentioned land purchase contract between the United States and Cecil C. Crichtet, a single man, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated November 18, 1940, from Cecil C. Crichtet, a single man, to the United States, and by policy of title insurance No. 25389 of the Commercial Standard Insurance Co. of Fort Worth, Texas, counter-signed November 19, 1940, by the Pioneer Abstract & Guarantee Title Co., as agent, and bearing the latter company's file No. 14845.

2. All state and county taxes appear to have been paid to and including those for the year 1940. Also, charges of the El Paso County Water Improvement District No. 1 appear to have been paid up to January 1, 1941.

3. The consideration named in the contract, namely \$50.00, may now be paid to the United States' grantor, there being no deductions.

4. The original and three copies of the recorded deed and the above mentioned title insurance policy are enclosed herewith.

- - -

In quadruplicate.

H. J. S. Devries.

El Paso, Texas. January 2, 1941

From Superintendent
 To The Commissioner, Washington, D. C.
 Subject - Acquisition of Land - Transmittal of Papers -
 Land purchased from Cecil C. Crichton -
 Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General Accounting office to support G. F. Allen's voucher 19-45584 dated December 20, 1940, covering payment for the acquisition of land from Cecil C. Crichton for right of way in connection with the Riverside Canal Extension are enclosed herewith.

Policy of Title Insurance
 Original Opinion of Title
 Original Recorded Deed
 List citing all related vouchers

In duplicate
 Encls-

L R Flock

Original Opinion of Title
 Original Recorded Deed
 Original Policy of Title Insurance
 List citing all related vouchers

cc- Chief Engineer with copy of enclosures
 except Policy of Title Insurance

JAN-6'41 41189

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 10th day of September 1940, 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, ~~by~~ Represented by the officer executing this contract

~~thereunto, duly authorized, and subject to the approval of the proper supervisory officer thereof,~~ Superintendent, Bureau of Reclamation, and Cecil C. Crichton

~~and~~ ~~this wife~~, hereinafter styled Vendor,

of El Paso, 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 the United States, free of lien or encumbrance, the following-described real estate which is

his (Homestead, community, separate) property, situated in the County of El Paso State of Texas, to wit: _

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

SEP 20 1940 3 311

SEP 20 1940 3 311

~~xx 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 upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

- - - - - FIFTY AND NO/100 - - - - -

dollars

(\$ 50.00), 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 9/10/40 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until 9/10/40 ; 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.

6-8068

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

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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. H. Flock
Superintendent, Bureau of Reclamation.

P. O. Address _____

Cecil C. Crichton

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

P. O. Address 349 Myrtle Ave.,
El Paso, Texas

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

Notary Public

in and for said county, in the State aforesaid, do hereby certify that

Cecil C. Crichtet, a single man

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

~~(b) I further certify that I did examine the said instrument and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declared 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 10th day of September, 1940

(SEAL)

[SEAL]

Geo. W. Hoadley

My commission expires 6-1-41

Notary Public in and for El Paso Co., Tex.

CERTIFICATE OF COUNTY RECORDER

STATE OF

COUNTY OF

ss:

I hereby certify that this instrument was filed for record at

my office at o'clock M., 193

and is duly recorded in Vol. of

Page No.

By

Fees, \$

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF

COUNTY OF

ss:

(Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said, or 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.

Bureau of Reclamation.

Subscribed and sworn to before me at

this day of, A. D. 193

[OFFICIAL SEAL]

My commission expires

U. S. GOVERNMENT PRINTING OFFICE:

6-8068