

780

CAAL, I. G., et. al.

WARRANTY DEED

(83)
RIVERSIDE CANAL

0028-0078-0051-06

12-(31) 10x40

REPORT OF BOARD OF APPRAISAL.

We, the undersigned, members of a board designated to fix value of 44.35 acres of land to be purchased by the United States from I. C. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid, for right-of-way for the Riverside Canal of the Rio Grande Federal Irrigation Project, described in agreement to sell dated March 17, 1927, find that the fair and reasonable value of said land is the sum of \$1663.13.

El Paso, Texas, March 26, 1927.

G. W. Huffman
Representative El Paso County
Water Improvement District
No. 1.

GEO. W. Hoadley,
Representative U. S. Bureau of
Reclamation.

CERTIFICATE BY PROJECT SUPERINTENDENT.

I hereby certify that the land described in attached land purchase contract dated March 17, 1927, between the United States of America and I. C. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$1663.13, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 26 day of March, 1927.

J. M. Lawson
Project Superintendent,
Bureau of Reclamation.

28

CERTIFICATE OF POSSESSION.

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 17, 1927, between The United States of America, and I. C. Gail, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid, 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 26 day of March, 1927.

Geo. W. Hoadley,

Junior Engineer,
Bureau of Reclamation.

El Paso, Texas, June 1927

I, W. M. Coldwell, the undersigned, have heretofore joined in the execution of a contract under date of March 17, 1927, recorded in Book 472 at page 336 of Deed Records of El Paso County, Texas, wherein I agreed to convey to the United States of America 46.8 acres of land, more or less, situated in Survey No. 49 of the Ysleta Grant, in El Paso County, Texas, and more particularly described in said contract, and

That I have heretofore conveyed said described land to Jos. U. Sweeney, one of the other parties to said contract, and I hereby waive all claim against the United States of America of any nature whatsoever to any of the sale price named in said contract and disclaim all interest in and to the consideration to be paid by the United States for said described land, under said contract.

Witness to signature:

RENA C. RULE
J. A. RULE

signed W. M. COLDWELL

Fees \$ 1⁵⁰/₁₀₀

El Paso, Texas, June 8th 1927

RECEIVED for record the following instrument:

No. 4966- J. V. Sweeney et al
vs W D

United States of America
W. D. GREET, County Clerk

By M. M. Deputy

RETURN THIS RECEIPT

CRICHT PRINTING CO.

754 RM. John H. H.

44482. US 0390.

El Paso, Texas, June 9, 1927

From District Counsel,
To Project Superintendent, El Paso, Texas,
Subject: Title to 46.8 acres in Survey #49, Isleta Grant, El Paso County, Texas,--Riverside Canal Heading and Wasteway under land purchase contract dated March 17, 1927, with I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid.

1. Transmitted herewith is original recorded deed and copy, original contract, certificate of guarantee of title and all title papers in the above named land purchase.

2. I find satisfactory title to have vested in the United States free and clear of liens and incumbrances.

3. It is accordingly recommended that the consideration stated in the contract be paid to I. G. Gaal, Jos. U. Sweeney and J. E. Quaid, three of the joint contractors, the fourth W. M. Coldwell having since making the contract, deeded his interest to the others and having executed a waiver to claim to the purchase price, which waiver is transmitted herewith.

Encls.

H. J. S. Davies,

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Vice-President
N. H. GILLOT
Vice-Pres. & Manager
J. H. WHITE
Treasurer & Asst. Secy.
A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company
First National Bank Building
El Paso, Texas

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TOM B. NEWMAN
LEGAL DEPARTMENT
W. W. TURNEY
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

May 19, 1927.

Re: Our File 4486

Mr. H. J. S. Devries,
District Counsel,
U. S. Bureau of Reclamation,
El Paso, Texas.

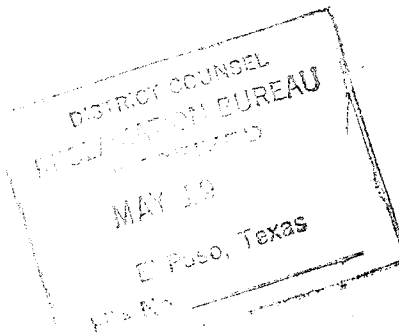
Dear Sir:

Referring to our letter of April 29th, with reference to the title to Surveys Nos. 49 and 50, in the Ysleta Grant, in El Paso County, Texas, we wish to advise that on May 11, 1927, W. M. Coldwell, conveyed all his interest in said two tracts of land to Jos. U. Sweeney.

Very truly yours,

Helen C. Seay
For Manager

HCS



DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **March 17**, 192 **7** with

I. G. Gaal, Jos. U. Sweeney, W. H. Goldwell and J. E. Quaid.

1. State purpose for which the land is required.

Riverside canal heading & wasteway.

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

**45.8 acres within survey #49, Yalata Grant, El Paso County, Texas.
See land purchase contract for complete description.**

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

No public lands in Texas.

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

I. G. Gaal, P. O. Box 540, El Paso, Texas,

Jos. U. Sweeney, c/o I. G. Gaal, P.O. Box 540, El Paso, Texas,

W. H. Goldwell, " " " " " " " " " "

J. E. Quaid, " " " " " " " " " "

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners in possession.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Subject to right of way.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande
Superintendent

Project

El Paso, Texas

March 27, 1927

, 1927

(Place.)

(Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated March 17, 1927 for approval

With I. G. Gual, Joe U. Sweeney, W. M. Colwell and J. S. Gual

From

Estimated amount involved, \$ 1463.13

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

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

Purpose: Purchase of 44.8 acres of land within survey #49, Teleso Grant,
El Paso County, Texas for Riverside Canal Easement and waterway.
Superintendent

Advise Project Manager at El Paso, Texas

(Post office address.)

District Counsel at

(Post office address.)

and

of the approval of the above, using extra copy hereof.

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

Original and 4 copies of this form letter.

Original and 4 copies of contract.

Original and 4 copies of Report of Board of Appraisal

Report on Land Purchase Contract, original and 4 copies

Original and 4 copies of Certificate by Project Superintendent

Original and 4 copies of Certificate of Possession.

(Upon approval of above mentioned contract by Chief Engineer, original should be re-
turned to Rio Grande project for recordation and
(transmitted to General Accounting Office.)

(Signature.) Superintendent.

Denver, Colo.,

April 12, 1927

Contract, and bond if any, approved

R

by R. F. Walter

, Chief Engineer, on

April 12, 1927

Symbol No. 12r-569. Original contract returned herewith to Superintendent.

Denver, Colo.,

, 1927

Chief Engineer to Director:

It is recommended that the above-described contract be approved

deed

accepted

and bond if any, approved.

Inclosures listed on reverse hereof.

(Signature.)

Washington, D. C.,

, 1927

Contract, and bond, if any, approved by

Deed

accepted

on , 1927

El Paso, Texas, April 14, 1927

Mr. W. D. Greet,
County Clerk,
El Paso, Texas

Dear Sir:

Enclosed herewith are transmitted for record
two original contracts as follows:

Contract dated March 17, 1927, between
the United States and I. G. Gail, et
al., conveying 39.8 acres of land,

(Contract dated March 17, 1927, between
the United States and I. G. Gail, et
al., conveying 48.8 acres of land.)

Kindly record these contracts at your early
convenience and return to this office with bill for same,
at which time payment of recording fees will be promptly
made.

Encs.
2 contracts.

Very truly yours,

CC:
El Paso

H
H. J. S. Devries,
District Counsel,

Owner's Application

No. _____

El Paso, Texas, 4/14th/27.

192

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of

\$ 1663.13/100 upon the title to the lands hereinafter described.

It is agreed that the following statements are correct and true, and that any false statements or any suppression of any material information shall void said certificate.

Premium \$ _____
Charges guaranteed by _____

Paid by U.S.R.S.

No. Abs. Left _____

Estate or interest to be guaranteed: **I.G.Gaal, et.al.**

Name of party to be guaranteed: **United States of America.**

Residence of party to be guaranteed: _____

Occupation of party to be guaranteed: _____

Legal description of premises: **Survey #49 Ysleta Grant.**

Vacant or Improved: **Part has been cultivated.**

House number and street: _____

Value	Ground	Improvements

In possession of **I.G.Gaal et.al. and U.S.R.S. under purchase contract.**

Claiming under _____

By virtue of {
Conveyance from
Gift descent bequest

If by inheritance, give names of other descendants _____

Marriage relation of present owner {
Married
Divorced
Widowed

In whom is Record Title now vested {
Married { Name of Wife
Single { Name of Husband

Homestead? **No.** If not, what property is claimed as homestead? _____

Has property ever been occupied as homestead? **No.** When? _____

Residence of present owner: **c/o I.G.Gaal, Box #540 El Paso, Texas.**

Occupation of present owner _____

How to be conveyed **Warranty Deed.**

Is any building now being constructed or repaired on the premises? **Canal and Head works.**

Any contract for improvements contemplated or entered into? _____

Has any material been delivered on the premises, and by whom? **Yes by U.S.R.S.**

Mechanic's Lien on the premises _____

OFFICERS

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Vice-PresidentC. M. NEWMAN
Vice-PresidentN. H. GILLOT
Vice-Pres. & ManagerJ. H. WHITE
Treasurer & Asst. Secy.A. G. FOSTER
SecretaryPioneer Abstract & Guarantee Title Company
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E. W. KAYSER

TOM B. NEWMAN

LEGAL DEPARTMENT

W. W. TURNER

W. H. BURGESS

A. H. CULWELL

R. L. HOLLIDAY

J. M. POLLARD

April 29, 1927.

Re: Our file 4487

Mr. H. J. S. Devries,
District Counsel,
U. S. Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

From an examination of the title to Survey 49, of the Ysleta Grant, in El Paso County, Texas we find title thereto to be vested in I. G. Gaal, J. U. Sweeney, W. M. Coldwell and J. E. Guaid, subject to the following:

There is a lease of record in Book 249, page 354, Deed Records of this County between I. G. Gaal and Benigno Alderete, providing that such lease shall run from year to year until terminated by both parties. Benigno Alderete is now dead. Please obtain quit claim deed from John T. Hill Administrator of Benigno Alderete's Estate, and Frank Alderete; Leonora Alderete a feme sole the widow of Isaac Alderete and Frank G. Alderete administrator of the Estate of Isaac Alderete deceased on account of this lease. Application will have to be made to the probate court in the two Alderete estates for permission for the administrators to execute such quit claim deed.

Survey No. 48 of the Ysleta Grant is owned by Abe Alderete. Please obtain quit claim deed from him as to any interest he might have in any part of Survey 49 of the Ysleta Grant

There is a suit No'd 27991, I. G. Gaal vs. Frank G. Alderete Individually and as Independent Executor of the Estate of Benigno Alderete, deceased now pending in the 65th District Court. Please have this suit dismissed as to the property to be purchased by the Government and have the costs therein paid.

Please have Charles B. Gaal, Frank F. Gaal, and George W. Gaal, and their wives, if married, and Lillian M. Eden, a feme sole, being the only children of I. G. Gaal, join in the execution of the deed to the U. S. A.

Upon receipt of the papers in connection herewith, providing there is no change in the status of the title, we will issue our policy of title insurance."

Very truly yours,



Manager.

HCS

Please have Charles B. Gaal, Frank F. Gaal, and George W. Gaal, and their wives, if married, and Lillian M. Eden, a feme sole, being the only children of I. G. Gaal, join in the execution of the deed to the U. S. A.

Upon receipt of the papers in connection herewith, providing there is no change in the status of the title, we will issue our policy of title insurance."

Will you kindly therefore, advise us as to the names and addresses of the wives and husband, respectively, of the above named parties so that we may prepare deed for execution.

Very truly yours,

H. J. S. Devries,

District Counsel,

El Paso, Texas, May 3, 1927

Messrs. I. G. Gaal,
Jos. U. Sweeney, W. M. Coldwell,
J. E. Quaid,
c/o I. G. Gaal, Box 540,
El Paso, Texas

Survey 49

Gentlemen:

Pursuant to our contract with you dated March 17th, 1927, for the purchase of 46.8 acres of land in Survey 49, Ysleta Grant, we have requested the Pioneer Abstract & Guarantee Title Company to furnish a certificate of guarantee thereon.

We are now advised by the Guarantee Company that the following things are necessary to be done in order to show a clear title:

"From an examination of the title to Survey 49, of the Ysleta Grant, in El Paso County, Texas we find title thereto to be vested in I. G. Gaal, J. U. Sweeney, W. M. Coldwell and J. E. Quaid, subject to the following:

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There is a suit No'd 27991, I. G. Gaal vs. Frank G. Alderete Individually and as Independent Executor of the Estate of Benigno Alderete, deceased now pending in the 65th District Court. Please have this suit dismissed as to the property to be purchased by the Government and have the cost therein paid.

File

THE STATE OF TEXAS,

County of El Paso.

KNOW ALL MEN BY THESE PRESENTS:

That Jos. U. Sweeney, I. G. Gaal and J. E. Guald,

of El Paso,

of the County of El Paso, State of Texas, in consideration of the sum of (\$1663.13) One thousand Six Hundred Sixty-three and 13/100 DOLLARS,

to them in hand paid by The United States of America,

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America,

~~with the exception of~~ ~~xxx~~ ~~xxx~~, 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:

A tract of land situated in El Paso, County, Texas, and being approximately two (2) miles southwest (SW) of the Plaza in the town of Ysleta, in said county and state and within the southeast quarter (SE $\frac{1}{4}$) section ten (10) and the south half (S $\frac{1}{2}$) of section eleven (11) township thirty-two (32) south, range seven (7) east Bureau of Reclamation Survey, being also within survey forty-nine (49) of the Ysleta Grant and more particularly described as follows:

Beginning at a point in the northerly line of survey forty-nine (49) and from which point the northeast (NE) corner of said section eleven (11) bears north fourteen degrees fifty-eight minutes twenty-five seconds (N 14°58'25") east three thousand eight hundred seven and six hundredths (3807.06) feet, and the northeast corner of survey forty-nine (49) as established from retracement of the original notes by the United States Bureau of Reclamation, bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east eight hundred seventy-nine and eighty-seven hundredths (879.87) feet; thence south fifty-eight degrees twenty-two minutes forty-five seconds (S 58°22'45") east three hundred forty and ninety-two hundredths (340.92) feet; thence south fifty-five degrees thirty-four minutes fifteen seconds (S 55°34'15") east three hundred fifty-three and twenty-six hundredths (353.26) feet to a point on the southerly line of said survey forty-nine (49) and from which point the northeast corner of said section eleven (11) bears north five degrees thirty-nine minutes forty-four seconds (N 05°39'44") east four thousand seventy-six and two hundredths (4076.02) feet and the southeast corner of survey forty-nine (49) bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east four hundred seventy-eight and forty-six hundredths (478.46) feet; thence north eighty-nine degrees thirty-five minutes forty-five seconds (N 89°35'45") west along the southerly line of survey forty-nine (49) five thousand nine hundred ninety and thirteen hundredths (5990.13) feet to a point on the Rio Grande; thence up the Rio Grande with its meanders north fifty-six degrees two minutes fifteen seconds (N 56°02'15") east, six hundred twenty two and five tenths (622.5) feet; thence north fifty-eight degrees thirty-nine minutes fifteen seconds (N 58°39'15") east forty-six and three tenths (46.3) feet to the point of intersection with the northerly line of survey forty-nine (49); thence south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east four thousand eight hundred fifty-two and eighty-three hundredths (4852.83) feet to the point of beginning, said tract of land containing forty-six and eight tenths (46.8) acres more or less.

do hereby deliver, to Warrant and convey, and do hereby convey, the said premises unto the said

The United States of America

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

WITNESS our hands at El Paso, Texas this 3rd day of June, A. D. 1927

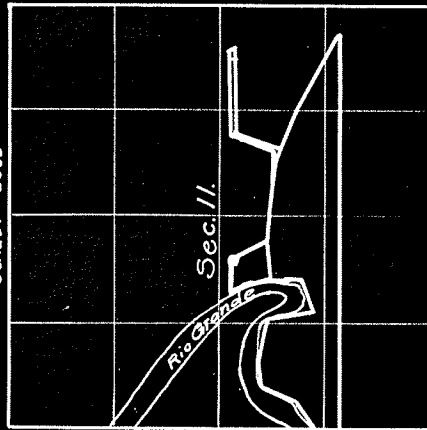
Witnesses at Request of Grantor

Jos. U. Sweeney

J. E. Guald

I. G. Gaal

SCALE 1" = 2000'



S. 11, T32S, R. 7E,



N76°42'30"E 3

S21°42'

S0°54'4

S62°00'15"W

N10°18'45"W 565.2

S84°57'45"W 329.2
Bank of Rio Grande

S23°07'45"W 426.2
Left

S56°04'15"N
222.38

S58°23'15"N
244.9

S60°04'15"N
228.15

Conc. Property Corner

N89°48'11"E 52.49

Line connecting Property Corners

N88°

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE **Rio Grande Project**
Rio Grande PROJECT,

THIS AGREEMENT, made **March 17th**, 192**7**, 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, hereinafter styled the United States, by **L. M. LAWSON, Project Superintendent, Bureau of Reclamation,** thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and **I. G. GAAL, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid** ~~XXXXXXXX~~

of **El Paso**, County of **El Paso** State of **Texas**
(P. O. address.)

hereinafter styled Vendor, **their** heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient **General warranty**

(General warranty, covenant-against-grantor, or quitclaim.)

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is **their** property situated in the County of **El Paso,**

(Homestead, community, separate.)

State of **Texas**
to wit: **A tract of land situated in El Paso County, Texas and being approximately two (2) miles southwest (SW) of the Plaza in the town of Ysleta, in said county and state and within the southeast quarter (SE $\frac{1}{4}$) section ten (10) and the south half (S $\frac{1}{2}$) of section eleven (11) township thirty-two (32) south, range seven (7) east Bureau of Reclamation Survey, being also within survey forty-nine (49) of the Ysleta Grant and more particularly described as follows:**

Beginning at a point in the northerly line of survey forty-nine (49) and from which point the northeast (NE) corner of said section eleven (11) bears north fourteen degrees fifty-eight minutes twenty-five seconds (N 14°58'25") east three thousand eight hundred seven and six hundredths (3807.06) feet, and the northeast corner of survey forty-nine (49) as established from retracement of the original notes by the United States Bureau of Reclamation, bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east eight hundred seventy-nine and eighty-seven hundredths (879.87) feet; thence south fifty-eight degrees twenty-two minutes forty-five seconds (S 58°22'45") east three hundred forty and ninety-two hundredths (340.92) feet; thence south fifty-five degrees thirty-four minutes fifteen seconds (S 55°34'15") east three hundred fifty-three and twenty-six hundredths (353.26) feet to a point on the southerly line of said survey forty-nine (49) and from which point the northeast corner of said section eleven (11) bears north five degrees thirty-nine minutes forty-four seconds (N 05°39'44") east four thousand seventy-six and two hundred ^{ths} (4076.02) feet and the southeast corner

of survey forty-nine (49) bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east four hundred seventy-eight and forty-six hundredths (478.46) feet; thence north eighty-nine degrees thirty-five minutes forty-five seconds (N 89°35'45") west along the southerly line of survey forty-nine (49) five thousand nine hundred ninety and thirteen hundredths (5990.13) feet to a point on the Rio Grande; thence up the Rio Grande with its meanders north fifty-six degrees two minutes fifteen seconds (N 56°02'15") east, six hundred twenty-two and five tenths (622.5) feet and north fifty-eight degrees thirty-nine minutes fifteen seconds (N 58°39'15") east forty-six and three tenths (46.3) feet to the point of intersection with the northerly line of survey forty-nine (49); thence south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east four thousand eight hundred fifty-two and eight-three hundredths (4852.83) feet to the point of beginning; said tract of land containing forty-six and eight tenths (46.8) acres more or less.

3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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.

4. 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.

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 the deed provided in article 2 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 ~~One thousand six hundred sixty-three and 13/100~~

_____ dollars (\$ ~~1663.13~~), by U. S. Treasury warrant or fiscal 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. The Vendor may retain possession of said premises until ~~March 21, 1927~~ notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until ~~March 21, 1927~~ 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 by the proper supervisory officer of the Reclamation Service, and shall termi-

nate by limitation at the expiration of ~~six~~ 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. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way 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 that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to 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: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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. 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:

MAR 26 1927

By

L. E. LaBee,

Project Manager, U. S. R. S.

Supt.

P. O. Address

L. C. Seal,

Jon. V. Sweeney

W. K. Coldwell

J. E. Guaid

Vendor.

Vendor.

P. O. Address

P. O. Address

Approved:

P. O. Address

(Date) _____, 192

El Paso, Texas

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas
COUNTY OF El Paso } ss: I, Geo. W. Hoadley, a Notary Public,
in and for said county, in the State aforesaid, do hereby certify that I. G. Gaal, Jos. U. Sweeney,
W. M. Caldwell and J. E. Quaid,

who ~~was~~ ^{are} personally known to me to be the person ^s whose name ^s are subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged that the y signed,
sealed, and delivered said instrument of writing as th eir free and voluntary act, for the uses and
purposes therein set forth.

(b) I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrument, and
upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same
without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 17th day of March, 1927

Geo. W. Hoadley,
Notary Public in and for El Paso County,
Texas
My commission expires 6/1/27.

COUNTY RECORDER'S CERTIFICATE:
I, County Recorder, do hereby certify that this instrument was filed for record at my
office at 6/1/27. o'clock M., 1927
and is duly recorded in Volume of said county.
Page No.
By Fees, \$
County Recorder

AFFIDAVIT OF DISINTERESTEDNESS.
I, State of Texas, do hereby certify that the copy of contract hereto annexed is an exact copy of a
contract made by me personally with I. G. Gaal, Jos. U. Sweeney, W. M. Caldwell & J. E. Quaid
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or
advantage corruptly to the said I. G. Gaal, Jos. U. Sweeney, W. M. Caldwell and J. E. Quaid
person or persons, and that the papers accompanying include all those relating to the said contract, as
required by the statute in such case made and provided.

L. H. Larson
Superintendent
U. S. R. S.

Subscribed and sworn to before me at El Paso, Texas
this 17th day of March, 1927 My com-
mission expires June 1st, 1927

Geo. W. Hoadley
Notary Public