

780

GAL, I. G., et. al.

WARRANTY DEED

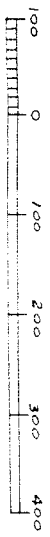
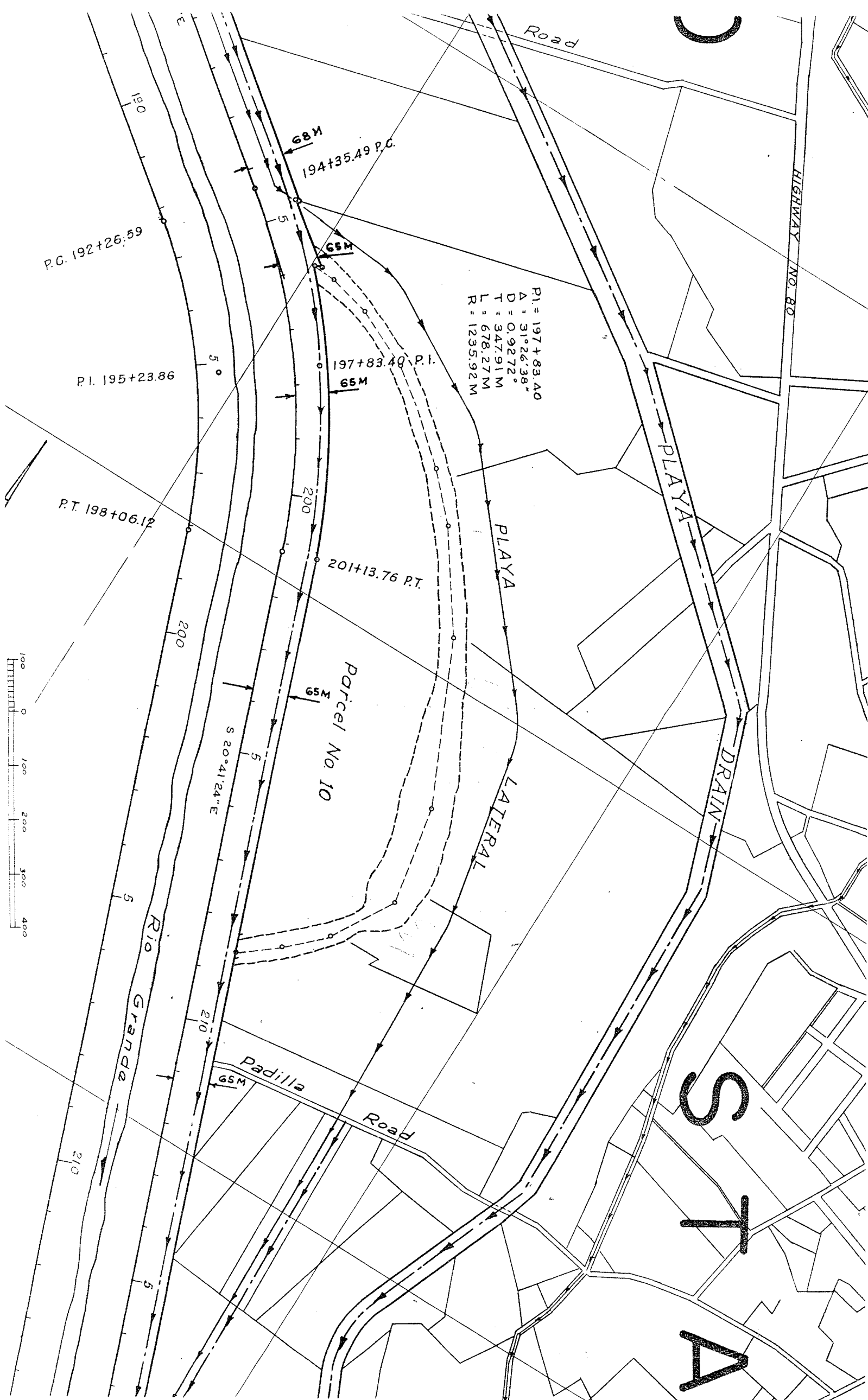
183

RIVERSIDE CANAL

0033-0078-0030-00

12-(30) Texas

78



Owner's Application

Form 1-10-2011

and 1-10-2011

No. _____

El Paso, Texas, 4/14/th./26. 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

\$ 1359.75/100 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.

No. Abs. Left _____

Thereafter need not be paid

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 #50 Ysleta Grant.

Vacant or Improved: Head Gate And Canal and Cultivated land.

House number and street: _____

Value _____ Ground _____ Improvements _____

In possession of U.S. under land purchase contract with I.G. Gaal et. al.

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? Head works and canal.

Any contract for improvements contemplated or entered into? _____

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

Mechanic's Lien on the premises _____

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

Project

El Paso, Texas

March 29th

, 1927

Superintendent

(Place.)

(Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated March 17, 1927 for approval

With
From

I.G. Seal, Joe U.weeney, W.E. Colwell and J.D. Smith

Estimated amount involved, \$ 1252.75 Authority No.
Accompanied by bond and 2 copies or Clearing Acct.
(Insert "Yes" or "No" bond.)

Purpose: Purchase of 59.8 acres of land within Survey #50, of the Tule, Grant,
El Paso County Texas for Riverside Canal Heading and Wasteway.

Superintendent

Advise Project Manager at

El Paso, Texas

(Post office address.)

District Counsel at

WASHINGTON

(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 3 copies of contract.

Original and 3 copies of "card of Appraisal"

" " 3 " Report on Land Purchase Contract
" " 3 " Certificate of Project Superintendent
" " 3 " Certificate of Possession
" " 3 " Plat

(Upon approval of above mentioned contract by Chief Engineer original should be returned 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

by

R. P. Walter

Chief Engineer, on

April 12

, 1927

symbol No. 12r-568. Original contract returned herewith to Superintendent.

Denver, Colo.,

, 1927

Chief Engineer to Director:

It is recommended that the above-described contract be approved
and bond if any, approved.
Inclosures listed on reverse hereof.

(Signature.)

Washington, D. C.,

, 1927

Contract, and bond, if any, approved by

Deed

on , 1927

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. Geal, Jos. U. Sweeney, W. M. 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.

39.8 Acres within Survey #50 of the Ysleta Grant, El Paso County, Texas

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. Geal,	P. O. Box 548, El Paso, Texas.
Jos. U. Sweeney,	s/o I. G. Geal, P. O. Box 548, El Paso, Texas.
W. M. 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

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. G. Gaal, Jos. U. Sweeney, W. M. Caldwell 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.

CERTIFICATE OF 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. Geal, Jos. U. Sweeney, W. M. Caldwell 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, \$1359.75, 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.

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

REPORT OF BOARD OF APPRAISAL.

We, the undersigned, members of a board designated to fix value of 36.26 of land to be purchased by the United States from I. G. 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 \$1359.75.

El Paso, Texas, March 26th, 1927.

G. E. HUFFMAN

Representative El Paso County
Water Improvement District
No. 1.

GEO. W. HOADLEY,

Representative U. S. Bureau
of Reclamation.

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. Gaal, et
al., conveying 39.8 acres of land,

Contract dated March 17, 1927, between
the United States and I. G. Gaal, et
al., conveying 46.8 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. J. S. Devries,
District Counsel,

HJSD/HMS

El Paso, Texas, June 9, 1927

From District Counsel,

To Project Superintendent, El Paso, Texas.

Subject: Title to 39.8 acres in Survey 350, Yelata Grant,--
Riverside Canal Heading and Wasteway under land
purchase contract dated March 17, 1927, with I.
G. Gaal, Jos. U. Sweeney, W. M. Goldwell 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.
Goldwell 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.

Encs.

H. J. S. Devries,

HJSD/1000

El Paso, Texas, June 3, 1927

J. E. Quaid,
Attorney at Law,
Caples Building,
El Paso, Texas

Dear Mr. Quaid:

Enclosed herewith are waivers to claim to the consideration named in the purchase contract covering survey 49 and 50, which if it can be accomplished without unduly imposing on Judge Coldwell during his illness should be executed by him to accompany the papers when the matter is submitted to the Fiscal Officer for payment. When signed they should be returned to this office.

Encs.
2 waivers

Very truly yours,

H. J. S. Devries,
District Counsel,

OFFICERS

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President

N. H. GILLOT
Vice-President

TOM B. NEWMAN
Vice-President

JAMES W. GIBB
Treasurer

A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

DIRECTORS

W. H. BUCHER
C. L. HILL
N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT

W. W. TURNER
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

June 1, 1927.

Re: Our File 4486

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

Dear Sir:

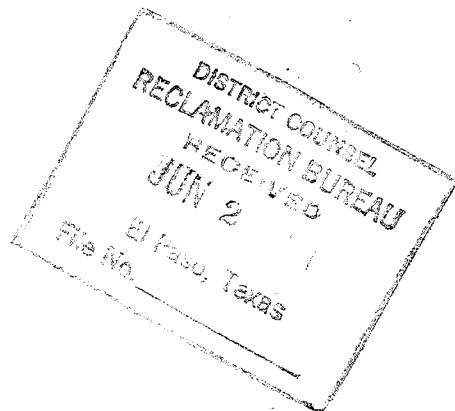
We have today received from J. E. Quaid various papers in connection with the title to Survey 50 of the Ysleta Grant, and upon receipt of the deed to the U. S. A. we will be ready to complete policy of title insurance.

Very truly yours,

Helen C. Seagr

For Manager

HCS



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 473 at page 543 of Deed Records of El Paso County, Texas, wherein I agreed to convey to the United States of America 39.8 acres of land, more or less, situated in Survey No. 50 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:

REVA C RULE
J. A. RULE

Signed W. M. COLDWELL

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 50

Gentlemen:

Pursuant to our contract with you dated March 17th, 1927, for the purchase of 39.8 acres of land in Survey No. 50, Ysleta Grant, we have requested the Pioneer Abstract & Guarantee Title Co., 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 No. 50, in 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:

There is a lease of record in Book 249, Deed Records of El Paso County, Texas, between I. G. Gaal and Benigno Alderete. This lease states that same is to run from year to year until terminated by both parties. Benigno Alderete is now dead. Please have Frank Alderete, John T. Hill Administrator of the Estate of Benigno Alderete, deceased, Leonora Alderete, a feme sole, the widow of Ike Alderete, deceased, and Frank G. Alderete as Administrator of the Estate of Ike Alderete, deceased, execute a quit claim deed to said Gaal, Sweeney, Coldwell and Quaid as to Survey 50, on account of the terms of said lease.

Please have the deed to the U. S. A. executed by Charles B. Gaal, Frank F. Gaal, George W. Gaal and Lillian M. Eden, being the only children of I. G. Gaal, as well as by I. G. Gaal, J. U. Sweeney, W. M. Coldwell and J. E. Quaid.

The Pioneer Company will require the deed to the United States to be executed by Charles B. Gaal, Frank F. Gaal, George W. Gaal and Lillian M. Eden.

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. Dewries,

District Counsel,

OFFICERS

F. M. MURCHISON
PresidentZ. T. WHITE
Vice-PresidentC. M. NEWMAN
Vice-PresidentN. H. GILLOT
Vice-Pres. & ManagerJ. H. WHITE
Treasurer & Asst. Secy.A. G. FOSTER
SecretaryPioneer Abstract & Guarantee Title Company
First National Bank Building
El Paso, Texas

DIRECTORS

F. M. MURCHISON

Z. T. WHITE

C. M. NEWMAN

N. H. GILLOT

J. E. BENTON

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 4486

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 No. 50, in 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:

There is a lease of record in Book 249, page 354, Deed Records of El Paso County, Texas, between I. G. Gaal and Benigno Alderete. This lease states that same is to run from year to year until terminated by both parties. Benigno Alderete is now dead. Please have Frank Alderete, John T. Hill Administrator of the Estate of Benigno Alderete deceased, Leonora Alderete, a feme sole, the widow of Ike Alderete, deceased, and Frank G. Alderete as Administrator of the Estate of Ike Alderete, deceased, execute a quit claim deed to said Gaal, Sweeney, Coldwell and Quaid as to Survey 50, on account of the terms of said lease.

Please have the deed to the U. S. A. executed by Charles B. Gaal, Frank F. Gaal, George W. Gaal and Lillian M. Eden, being the only children of I. G. Gaal, as well as by I. G. Gaal, J. U. Sweeney, W. M. Coldwell and J. E. Quaid.

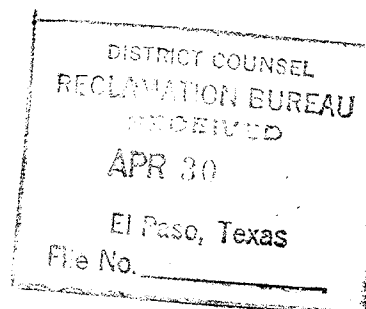
We have not yet received tax certificate but should there be any taxes due we will immediately advise you.

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,

W. H. Burgess
Manager.

HCS



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT,

Rio Grande Project.

THIS AGREEMENT, made March 17th, 1927, 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. C. GAIL, JOS. J. SWEENEY, W. M. COLDWELL, and J. E. QUAIL, of the County of El Paso, State of Texas.

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 deed convey to the United States of America free of lien or incumbrance the following-described real

estate which is property situated in the County of El Paso

State of Texas, and being approximately two (2) miles southwest 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 (SH $\frac{1}{2}$) section eleven (11), township thirty-two

(32) south, range seven (7) east, Bureau of Reclamation survey and being within survey

fifty (50) of the Ysleta Grant, more particularly described as follows:

Beginning at a point in the southerly line of survey fifty (50) and from which

point the northeast 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

and seven and six hundredths (3807.06) feet and the southeast corner of survey

fifty (50) 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 north eighty-nine degrees thirty-five minutes forty-five seconds

(N 89°35'45") west along the southerly line of survey fifty (50), four thousand eight

hundred fifty-two and eighty-three hundredths (4852.83) feet to a point on the Rio

Grande; thence up the Rio Grande with its meanders north fifty-eight degrees thirty

nine minutes fifteen seconds (N 58°39'15") east two hundred forty-nine and four tenths

(249.4) feet, north fifty-two degrees forty-four minutes forty-five seconds (N 52°44'45")

east two hundred twenty-three and no tenths (223.0), north twenty-three degrees seven

minutes forty-five seconds (N 23°07'45") east four hundred twenty-four and no tenths

(426.0) feet, north eighty-four degrees fifty-seven minutes forty-five seconds (N 84°

57°45" east three hundred twenty-nine and no tenths (329.0) feet, south seventy-seven degrees thirty minutes fifteen seconds (S 77°30'15") east five hundred eighty-seven and no tenths (587.0) feet, south ten degrees eighteen minutes forty-five seconds (S 10°18'45") east five hundred sixty-five and no tenths (565.0) feet, north sixty-two degrees no minutes fifteen seconds (N 62°0'15") east four hundred ninety-eight and no tenths (498.0) feet, north no degrees fifty-four minutes forty-five seconds (N 0°54'45") west ninety-nine and five tenths (99.5) feet and north twenty-one degrees forty-two minutes fifteen seconds (N 21°42'15") east twenty-seven and two tenths (27.2) feet to a point in the northerly line of survey fifty (50), and from which point the northeast corner of said section eleven (11) bears north forty-nine degrees twenty-three minutes thirty-one seconds (N 49°23'31") east five thousand forty-three and two hundredths (5043.02) feet; thence south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east two thousand seventy-three and fifty-eight hundredths (2073.58) feet to a point from which the northeast corner of said survey fifty (50) 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 one thousand four hundred seventy-one

and fifty-two hundredths (1471.52) feet; thence south twenty-one degrees fifty-five minutes fifteen seconds (S 21°55'15") west twelve and one hundredths (12.01) feet; thence

J. S.
J. U.
W. M.
J. C.

South six degrees thirty minutes fifteen seconds (S 6°30'15") east five hundred seven and no tenths (507.0) feet, south ten degrees eighteen minutes forty-five seconds (S 10°18'45") east five hundred sixty-five and no tenths (565.0) feet, north sixty-two degrees no minutes fifteen seconds (N 62°0'15") east four hundred ninety-eight and no tenths (498.0) feet, north no degrees fifty-four minutes forty-five seconds (N 0°54'45") west ninety-nine and five tenths (99.5) feet and north twenty-one degrees forty-two minutes fifteen seconds (N 21°42'15") east twenty-seven and two tenths (27.2) feet to a point in the northerly line of survey fifty (50), and from which point the northeast corner of said section eleven (11) bears north forty-nine degrees twenty-three minutes thirty-one seconds (N 49°23'31") east five thousand forty-three and two hundredths (5043.02) feet; thence south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east two thousand seventy-three and fifty-eight hundredths (2073.58) feet to a point from which the northeast corner of said survey fifty (50) 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 one thousand four hundred seventy-one and fifty-two hundredths (1471.52) feet; thence south twenty-one degrees fifty-five minutes fifteen seconds (S 21°55'15") west twelve and one hundredths (12.01) feet; thence

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 three hundred fifty-nine and 75/100--

dollars (\$1359.75) ; 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.

Witnesses:

THE UNITED STATES OF AMERICA,

By

L. M. Lawson,

Project Manager, U. S. R. S.

Supt.

P. O. Address

I. G. Gaal

Vendor.

P. O. Address

Jos. U. Sweeney

Vendor.

P. O. Address

W. M. Coldwell,

J. E. Quaid

Vendor.

P. O. Address

Approved:

P. O. Address

(Date)

, 192

El Paso, Texas,

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

J. A. Gillett

Notary Public

in and for El Paso County, Texas,

on this day personally appeared Jos. U. Sweeney, W. G. Gaal and J. E. Quaid

known to me to be the person ^{each} whose name are subscribed to the foregoing instrument, and acknowledged to me that the y executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of June A. D. 1927

J. A. Gillett

(SEAL)

Notary Public,

Wife's Separate Acknowledgment.

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. 1927

Certificate of Filing.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, W. D. Greet

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 3d day of June A. D. 1927, with its certificate of authentication, was filed for record in my office this 8th day of June A. D. 1927, at 1:54 o'clock P. M. and duly recorded the 9th day of June A. D. 1927, at 1:35 o'clock P. M. in the records of said County, in Volume 474 on Page 225.

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

(SEAL)

W. D. Greet

Clerk, County Court, El Paso County, Texas.

By A. A. Osborne Deputy.

Compared 4961 Indexed M

JOS. U. SWEENEY, I. G. GAAL

and J. E. QUAID

TO

UNITED STATES OF AMERICA

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the

8

day of June 1927, at 1

o'clock and 54 minutes P. M.

W. D. Greet

Clerk, County Court, El Paso County, Tex.

By Maxine Moran

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

474/225

6/3/27

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas

COUNTY OF El Paso

(a) I, Geo. W. Headley,

a Notary Public

in and for said county, in the State aforesaid, do hereby certify that I. C. Gaal, Jos. U. Sweeney, W. M. Caldwell and J. B. Gnaid

who ~~seem~~ are personally known to me to be the person s whose name are 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 h air 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.

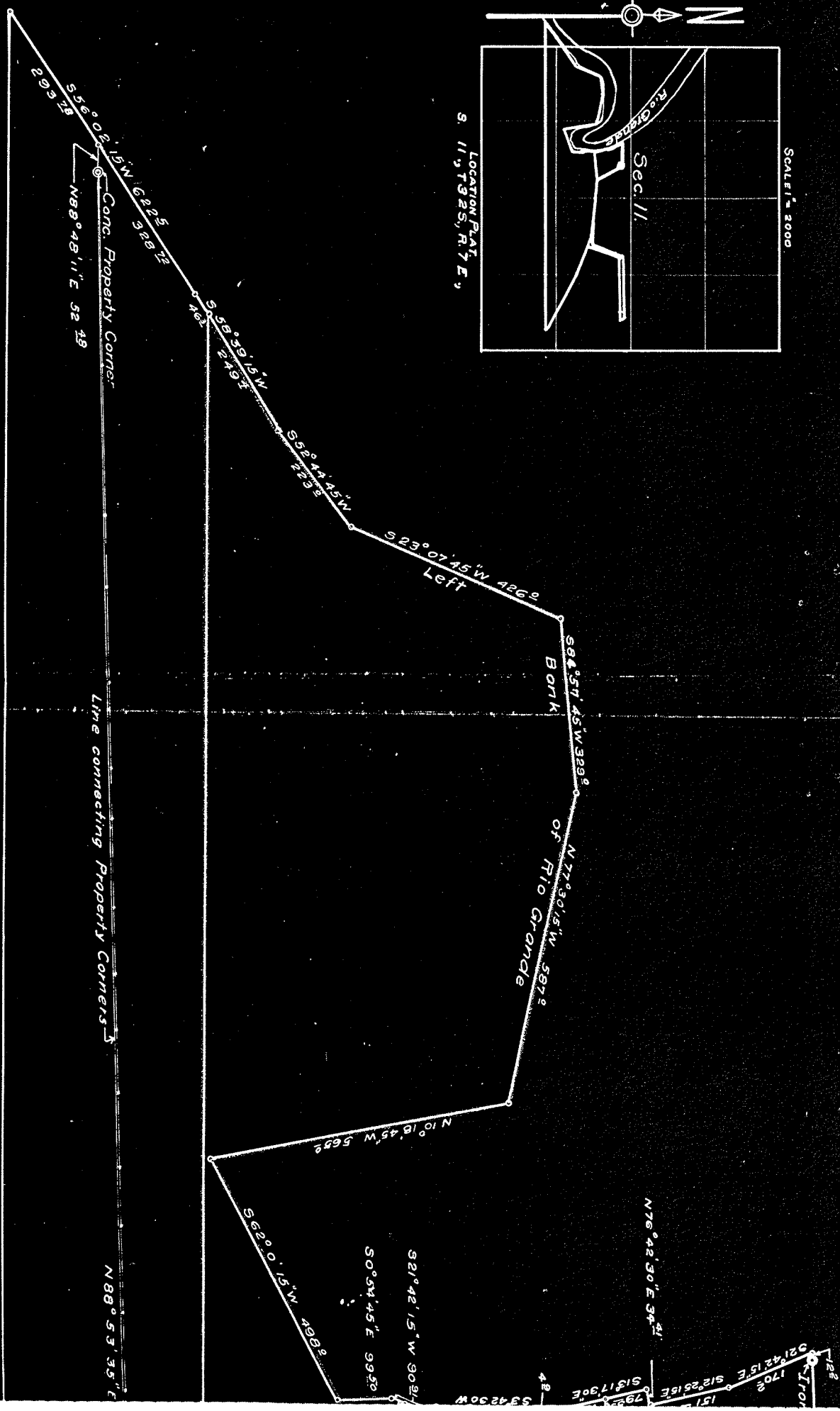
Given under my hand and official seal, this 17th day of March, 1927

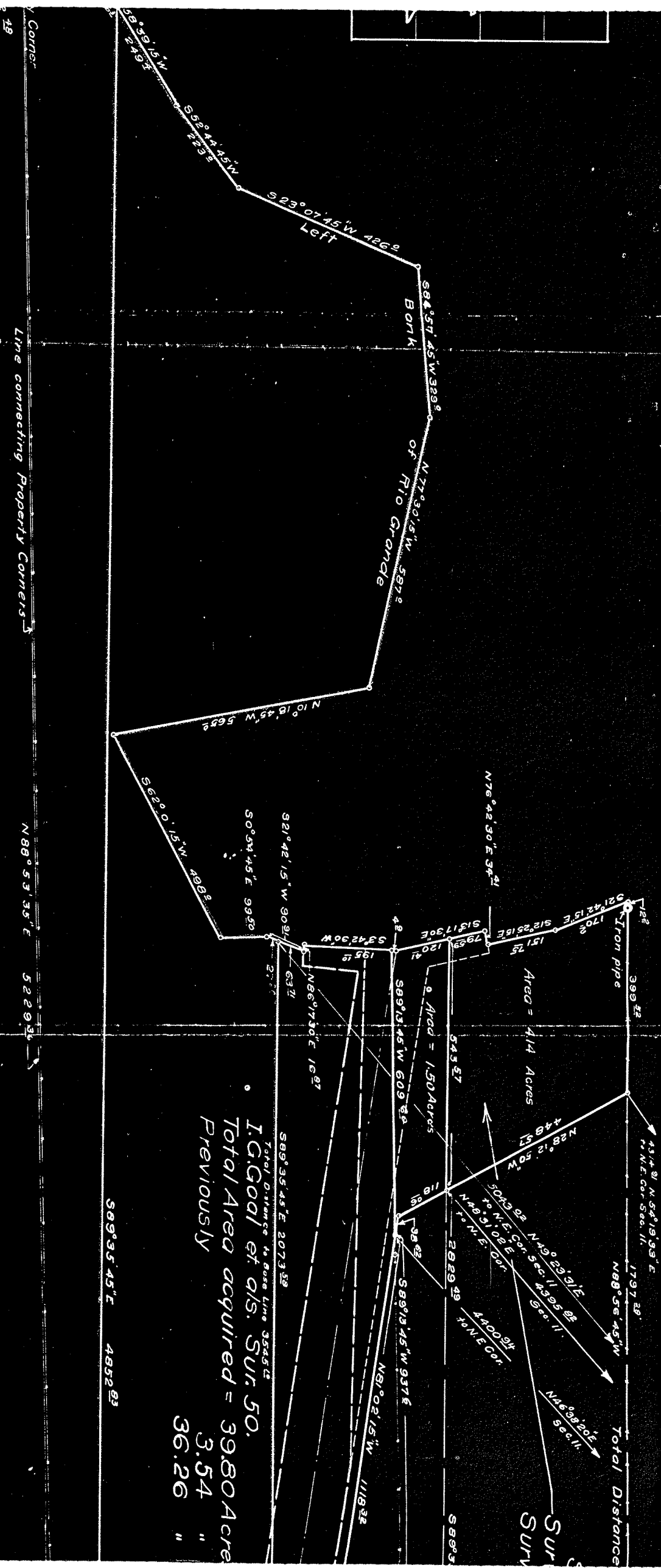
Geo. W. Headley, Notary Public in and for El Paso County, Texas
My commission expires 5/1/27

COUNTY RECORDER'S CERTIFICATE
I hereby certify that this instrument was filed for record at my office at 5/1/27 o'clock M., 1927 and is duly recorded in Volume 17 of the County Records of El Paso County, Texas, at Page No. 17.
By U.S.R.S. Fees, \$1.00
County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS.
I, U.S.R.S., do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with I. C. Gaal, Jos. U. Sweeney, W. M. Caldwell and J. B. Gnaid 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. C. Gaal, Jos. U. Sweeney, W. M. Caldwell and J. B. Gnaid, 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.
Subscribed and sworn to before me at El Paso, Texas this 17th day of March, A. D. 1927.
My commission expires June 1st, 1927

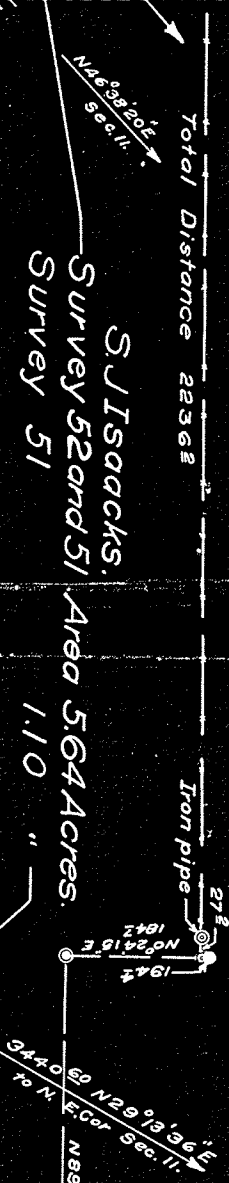
Geo. W. Headley
Notary Public





Surveys 49, 50, 51 and 52

SJSacks
Survey 52 and 51 Area 564 Acres.
Survey 51 1.10 "



I.G. Gool et als. Sur. 51.
Total Area acquired 9.1 Acres
Previously 4.17 "

UR. 50.
3d = 39.80 Acres
3.54 "
36.26 "

I.G. Gool et als. Survey 49.
Total Area acquired 46.80 Acres.
Previously 2.45 "
44.35 "

51 and 52 YSLETA GRANT

SUR. 52.

SUR. 51.

SUR. 50.

SUR. 49.

© Corners shown are as established from retracement of Original Notes by U.S. BofR, commencing at an Iron pipe at the East Corner of Sur 46, on the Ysleta-Socorro Grant Line.
(Equation in Bearing = 0°24'25")

DEPARTMENT OF THE INTERIOR
UNITED STATES BUREAU OF RECLAMATION
RIO GRANDE PROJECT - NEW MEXICO-TEXAS
Riverside Canal
RIGHT OF WAY
FIELD WORK: CHECKED: G.W.H.
DRAWN: APPROVED:
3216-L-100 EL PASO, TEX. 3/3/67

