21-(21) Texas

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210 United States Court House El Paso, Texas

October 29. 1940

From:

District Counsel

To:

Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated March 23, 1940, between the United States and Mattie M. Woster; Area, .65 of an acre; Consideration, \$127.50; for Riverside Canal Extension -Ric 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 Mattie M. Woster, a widow, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated April 27, 1940, from Mattie M. Woster, a widow, to the United States, and by policy of title insurance No. 26219 of the Commercial Standard Insurance Co. of Fort Worth, Texas, countersigned October 11, 1940, by the Pioneer Abstract & Guarantee Title Co., as agent, and bearing the latter company's file No. C/14229.

- 2. All state and county taxes appear to have been paid to and including those for the year 1939. Taxes become a lieu as of January first of the tax year, but the taxing officials had not completed the tax rolls for the year 1940 on the date of the deed and taxes for the year 1940 may therefore be disregarded. By the enclosed certificate dated May 3, 1940, it is shown that no charges of the El Paso County Mater Improvement District No. 1 are due and unpeid, the property never having been assessed by the District.
- 5. The consideration named in the contract, namely \$127.50, may now be paid to the United States' grantor, there being no deductions.
- 4. The original and three copies of the recorded deed, the title insurance policy, and the above mentioned District certificate are transmitted herewith.

In quadruplicate.

H. J. S. Devries.

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contracted dated March 23, 1940, between the United States of america, and Mattie M. Woster, a widow, is required for 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, \$127.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas this 26th day of March, 1940.

L R Fiock
Project Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I MEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 23, 1940, between the United States of America, and Mattie M. Woster, a widow, 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, tois 26th day of March, 1940.

Geo w. Hoadley Right of way agent CERTIFICATE OF RECORD
The State of Texas)
County of El Paso)

I, P. D. Lowry, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 10 day of April, A. D. 19 40, at 2:10 o'clock, P m., and duly recorded the 15th day of April A. D. 19 40, at 8:20 o'clock A.M. in the Deed Records of said County, in volume 664 on page 123.

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

P. D. LOWRY, County Clerk.

By Marie Grady Deputy

El Paco County Water Improvement District No. 1 Collector's Certificate

El Paso, Texas 5/3 193/10

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List of vouchers related to the acquisition of land covered by Contract I-16r-1415 dated Mar. 23, 1940, with Mattie M. Woster, a widow, Riverside Canal Extension - Rio Grande Project.

Paying Office	Vo.	Date	Service	Amount
Albuquerque, N. M.	19-35031	Nov. 9, 1940	Purchase Land	\$127.50
ditto	19-31397	Oct. 25, 1940	Policy of Title Insurance	15.00

El Paso, Texas. July 27, 1940.

From Superintendent

To

The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers,
Land purchased from Mattie M. Woster Riverside Canal Extension - Rio Grande Project.

l. The following title papers, as required by the General Accounting office to support G. F. Allen's voucher 19-35031 dated November 9, 1940, covering payment for the acquisition of land from Mattie M. Woster, a widow, for right of way in connection with the Riverside Canal Extension are enclosed herewith.

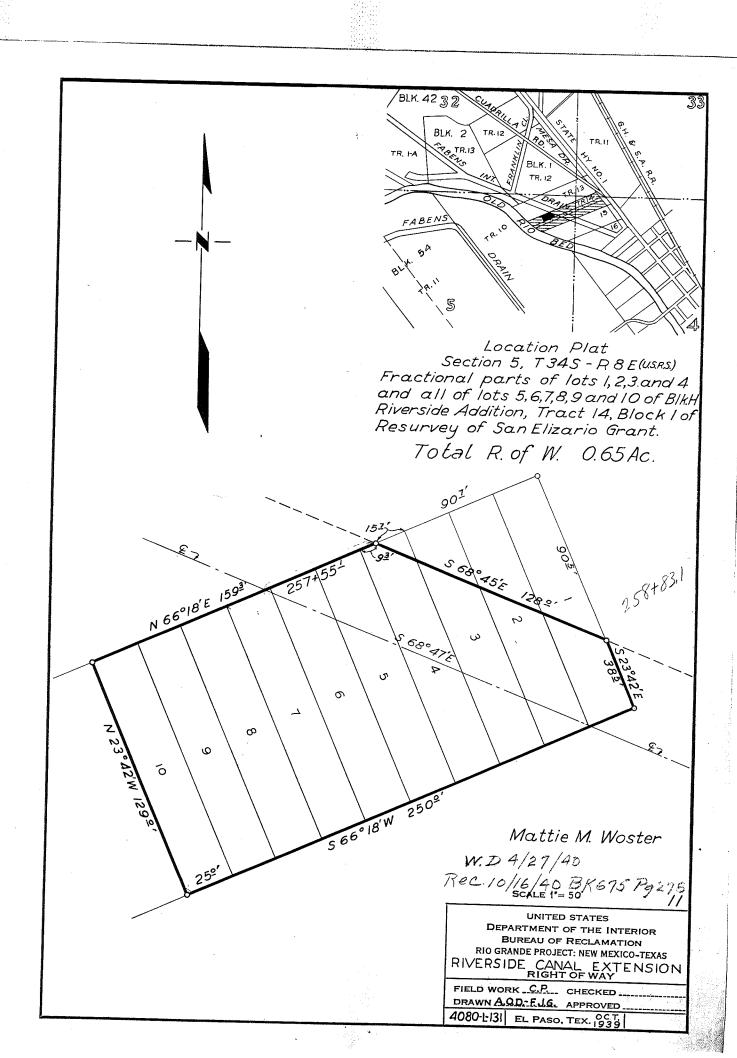
Policy of Title Insurance Original Opinion of Title Original Recorded Deed list citing all related vouchers

In duplicate Encls-

L R Flock

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

ec- Chief Engineer with copy of enclosures except Policy of Title Insurance.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Plat #11

Land Classification and Valuation Report

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Form 7-276 Approved by the Department of the Interior June 12, 1923 (January 1937)

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

This Contract, made this pursuance of the act of June 17, 190 thereto between the UNITED STATE represented by the office that the Market Marke	2 (32 Stat., 388), and ATES OF AMERIC researching this	A, hereinafter styled contract, superintendent,	the United States,
and		, his *** , her	reinafter styled Vendor,
of Fabens 2. WITNESSETH, That for and parties hereto do covenant and agree	in consideration of	l Paso the mutual agreement	, State of Texas is herein contained, the
3. The Vendor shall sell and by	good and sufficient	General Warranty, covenant aga	deed,
convey to the United States, free of	lien or encumbrance,	the following-describe	ed real estate which is
h 🗱 (Homestead, community, separate)	property, situated in	n the County of	El Paso
State of Texas	, to wit:		









Riverside Canal Extension Plat #11

A tract of land lying and situate in El Paso County, Texas and in the Northeast quarter (NE4) of the Northeast quarter (NE4) of Section five (5) Township thirty-tfour (34) South, Range eight (8) East Bureau of Reclamation Survey, said tract being fractional parts of Lots one (1), two (2), three (3) and four (4) and all of Lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10), Block H, Riverside addition to Fabens, Texas and being also within Tract fourteen (14) Block one (1) 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 northerly line of Block H Riverside addition to Fabens, Texas and the southerly right of way line of the g Fabens Intercepting Drain, which is the property of the United States, and g from which point the Northeast corner of said Block H bears North sixty-six degrees (66°) eighteen minutes (18') East ninety and seven tenths (90.7) feet; thence clong said southerly right of way line of the Fabens Intercepting Lrain South sixty-eight degrees (683) forty-five minutes (451) East one hundred twentyeight (128) feet to a point on the easterly line of said block H, being also the easterly lime of Lot one (1) Block H, of said Riverside Addition and from which point the Northeast corner of said Block H bears North twenty-three degrees (230) forty-two minutes (421) west ninety and five tenths (90.5) feet; thence along the easterly line of said Block H and easterly line of said Lot one (1) South twenty-three degrees (230) forty-two minutes (42) East thirtyeight and five tenths (38.5) feet to the Southeast corner of said Block H, and being also the Southeast corner of said Lot one (1); thence along the southerly line of said Block H South sixty-six degrees (660) eighteen minutes (18') West two hundred fifty (250) feet to the Southwest corner of Lot ten (10) Block H of said Riverside Addition; thence along the westerly line of said Lot ten (10) North twenty-three degrees (230) forty-two minutes (42') West one Hundred twenty-nine (129) feet to a point on the northerly line of said Block H, being the Northwest corner of said lot ten (10); thence along the northerly line of said Block H, North sixty-six degrees (66°) eighteen minutes (18') East one hundred fifty-nine and three tenths (159.3) feet to the point of beginning. Said tract of land containing sixty-five hundredths (0.65) of an acre, more or less. All as shown on plat attached hereto and made a part

4. 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

One hundred twenty seven and 50/100 - - - -

dollars

(\$ 127.50), 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

8. The Vendor may retain possession of said property until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until March 25th, 1940; 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 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.

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, 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. R. Flock
Superintendent, Bureau of Reclamation.

P. O. Address

Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address

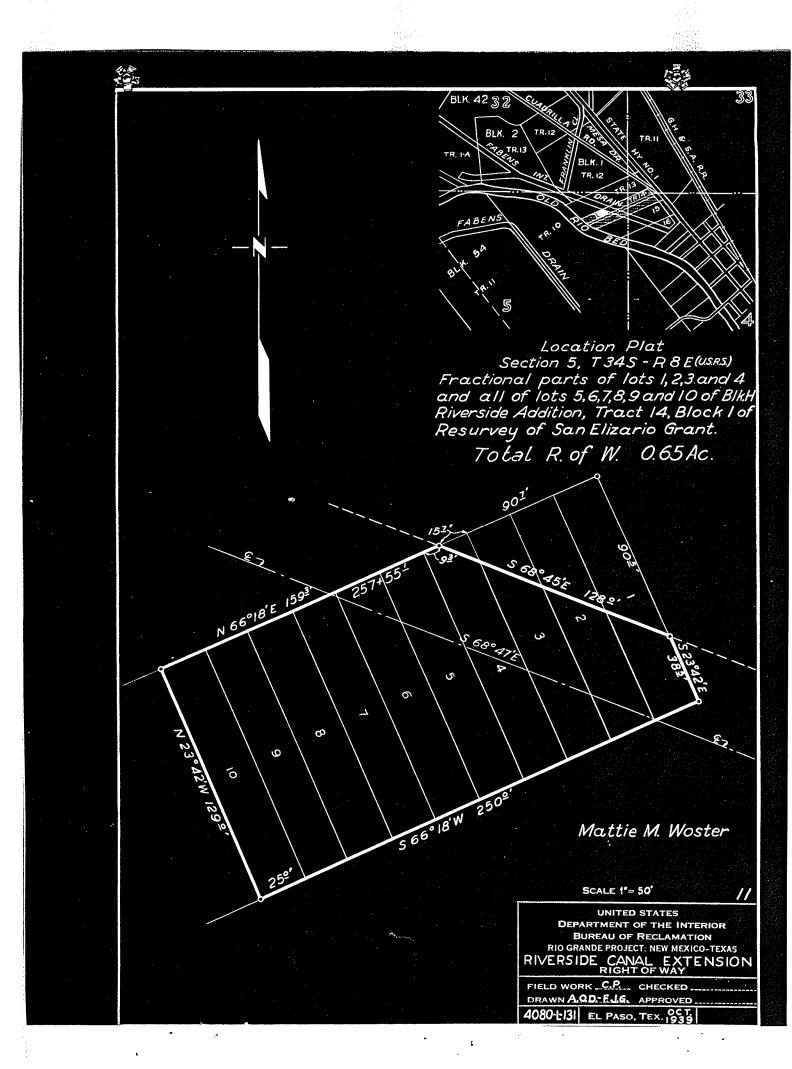
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Approved:

(Date)

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THE STATE OF TEXAS, COUNTY OF EL PASO.

know all men by these presents;

Mattie M. Woster, a widow.

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

One Hundred Twenty-seven and 50/100 (\$127.50) ----- DOLLARS,

to her

in hand paid by

THE WITH STATES OF AMERICA,

the receipt of which is hereby acknowledged

has Granted, Sold and Conveyed, and by these presents do

grant, Sell and Convey unto the said

MR CALLED SANDER OF THE SECULE, at office in the Faxo, Topics, it is

TARTHAY DEFENDAN

, 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 lying and situate in El Paso County, Taxas, and in the Northeast quarter (NE) of the Northeast quarter (NE) of Section five (5) Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamat a Survey, said tract being fractional parts of lots one (1), two (2), three (3) and four (4) and all of lots five (5), eix (6), seven (7), eight (8), nine (9) and ten (10), Block H, Riverside Addition to Pabens, Texas, and being also within Tract fourteen (14) Block one (1) of the official resurvey of the San Klizario Grant as accepted by The Commissioners' Court of El Paso County, Texas, the 15th day of January 1850, and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Esginning at the point of intersection of the northerly line of Block E, Riverside Addition to Fabens, Texas, and the southerly right of way line of the Fabens Intercepting Drain, which is the property of the United States, and from which point the Bortheast corner of said Block E bears Earth sixty-six degrees [66") forty-five minutes (18") East minety and seven tenths (90.7) feet; thence along said scutherly right of way line of the Fabens Intercepting Drain South sixty-sight degrees [66") forty-five minutes (45") East one hundred twenty-sight (128) feet to a point on the easterly line of said Block E, being also the easterly line of lot one (1) Block E, of said Riverside Addition and Tree which point the Northeast corner of said Block E bears North beauty three degrees (25") forty-two minutes (42") West minute and five tenths (90.5) Feet; thence along the said-say line of said Block E and easterly line of said last one (1) South tenths (53.3) feet to the Southeast corner of said Block E, and being also the Southeast corner of said Lot one (1); thence along the southerly line of said Block E Southeast corner of Lot ten (10) Block E of said Riverside Addition; thence along the westerly line of said Cot ten (10) Block E of said Riverside Addition; thence along the westerly line of said Cot ten (10) Block E of said Riverside Addition; thence along the westerly line of said Cot ten (10) Block E of said Riverside Riv

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

WITNESS **

hand at El Paso, Texas, this 27th

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day of

April

A. D. 19

(eigned) WATTIR N. WOSTER

responded to the fangaing species.

Witnesses at Request of Grantor

PATALLER RUB KON VERNAMENT.

7—523t August 1927 Approved by the Department January 4, 1927

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

RECORD OF EXECUTION OF CONTRACT RECORD OF EXECUTION OF CONTRACT, and bond, if any relating to above-named project, dated Mar. 23, 1940 symbol and number 151415 symbol and number 151416 symbol and number 151415 symbol and number 151415 symbol and number 151416 symbo	Rio Grands Andrew Trrigation Project of the transfer of the property of the pr	81410
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IN RE CONTRACT, and bond, if any relating to above—named project, "date "Mar. 25. 1440" symbol and number 157-1415" made by "Mattie M. Solver a didown on a symbol and number 157-1415" Reference: Reference: Notice of execution of contract to be given Chief Engineer at Denver. Superintendent at El. Face, Tane. Any District Counsel above—and to the symbol and th	contact is proceed to the form of the form of contraction of the form	
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DIKECTIONS , Commissioner.

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

ilo	Grands	
	IRRIGATION	PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE C	CONTRACT, dated	March 23 , 19	40 ; made by	attie M. Woster
	involving pure	chase of 0.65	acres of land	, for \$;
	Riverside Canal	Extension		
1. The last	nd described in the above	ve-named contract is	necessary for the J	ourpose stated, and the con-
sideration is reper acre.	easonable. Land of a sin	milar character in the	vicinity has sold re	ecently for \$
Tropic of the second	nd was entered	and the second of the second of the	a era basaka madali kat	g paat no becson opgetjes s Tobels ja spr Configer y
Final certificat	ce is dated		Patent is dated	
3. The lar water-right-ap	nd is subject to no right	t-of-way grant to the herwise, except as fol	Government under lows:	stock-subscription contract,
松葉だだ り。	No			
a klastici i		नामात्र ग्रह्म तस्त्रहरूचे अस्त्र हुङ्ग	joet molic j∗kin bib;	g. Agas (S ar gas tepara e., , jr.
4. The gen	neral character and qual	ity of the land are as	follows:	ingés includes de la Tilo
	Town lots in River	side Addition in	the town of Fat	ens, Texas
5. No susceptible of	acres of the lairrigation under water rig	nd are being irrigated ght described as follo	andws:	additional acres are
6. The fol	lowing are estimates of the important improvement	the areas of each classents:	s of crops on the lan	d and of the values of such
grant order	and the top in election by	No crops or in	provements	