

CITY NATIONAL BANK OF EL PASO, TEXAS PURCHASE OF IMPROVEMENTS (STATUTORY)

240 WEST DRAIN

0023-00 37-00 37-00 37-00

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico - Texas.

THIS AGREEMENT, Made the 10th day of May,

nineteen hundred and eighteen, in pursuance of the act of June 17, 1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper supervisory officer, and The City National Bank, a corporation,

Vendor, its heirs, executors, administrators, successors, and assigns,

WITNESSETH, The parties covenant and agree that:

ARTICLE 1. ~~The Contractor~~ For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer, and set over to the United States free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the county of Dona Ana, State of New Mexico, particularly described as follows:

A tract of land in the west half of the northeast quarter of section twelve (12) and the southwest quarter of the southeast quarter and southeast quarter of the southwest quarter of section one (1), township twenty-six (26) south, range two (2) east, New Mexico principal meridian, described as follows: A strip of land one hundred and twenty (120) feet wide, being forty (40) feet on the east side and eighty (80) feet on the west side of the center line of the west drain of the Rio Grande project, said center line being described as follows: Beginning at station eight hundred and forty-seven (847) plus six and nine-tenths (6.9), a point on the property line between the Vendor and J. C. Viljoen, from which the northeast corner of said section twelve (12) bears north 29°25' east two thousand nine hundred eighty-seven and five-tenths (2,987.5) feet; running thence north 23°35' west two thousand six hundred fifty-nine and one-tenth (2,659.1) feet; thence north 29°11' west one thousand seven hundred twenty-seven (1,727) feet to station eight hundred and ninety (890) plus ninety-three (93), to a point on the property line between the Vendor and Antonio Amijo; said tract of land containing twelve and one-tenth (12.1) acres, more or less.

Article 2. The Vendor, on behalf of itself and its successors and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability for damages or compensation arising from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation and maintenance thereon of works pertaining to the United States Reclamation Service.

Article 3. In consideration whereof the United States agrees to construct one farm bridge at station 875 plus 75 and one irrigating flume at station 872 plus 17 on said west drain, for the use of the farm or holding of which the said west drain right of way was a part; but it is further understood and agreed as a condition upon which the United States agrees to build these structures that the United States shall have the right, at its own expense to move such structures if by reason of the operations of the United States it shall be necessary to do so; and it is further understood and agreed that the Vendor or its successors and assigns will maintain said structures in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structures.

Article 4. The above described parcel of land is subject to rights of way for ditches and canals constructed by authority of the United States under and by virtue of the Act of Congress of August 30, 1890 (36 Stat. 391).

Article 5. The Vendor will furnish before payment, satisfactory evidence that it is the owner of said improvements and the land on which the same are situated, and that the same are free from any lien or encumbrance, and for this purpose will submit any abstract or title papers which it may have in its possession for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

Article 6. The Vendor upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title unencumbered in the Vendor to the property purchased.

Article 7. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained, but this provision shall not be construed to give precedence of any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

Article 8. The United States agree to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until May 15, 1918, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal pur-

~~Article 9. 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 contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~
poses, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified he will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

Article 9. This agreement shall become effective to bind the United States immediately upon its approval by the proper supervisory officer of the United States Reclamation Service.

~~Article 10. For and in consideration of the faithful performance of this contract, the contractor shall be paid-~~

Article 10. Where the operations of this contract extend beyond 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 contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

Article 11. No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

Article 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 110 of the Act of Congress approved March 4, 1909 (35 Stat. 1100).

Article 9. This agreement shall become effective to bind the United States immediately upon its approval by the proper supervisory officer of the United States Reclamation Service.

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

Article 10. Where the operations of this contract extend beyond 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 contractor hereby releases the United States from all liability and the failure of Congress to make such appropriation.

ARTICLE 11. No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE 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. L., 1109).

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

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L M LAMSON

Project Manager, U. S. R. S.

(SEAL)

THE CITY NATIONAL BANK OF EL PASO TEXAS

Attest: C H Teague

By U V Stewart President.

Vice President, ~~XXXXXXXX~~
El Paso, Texas.

Cashier

P. O. address

Approved:

State of Texas, :
County of El Paso, : ss.

On this 10th day of May, A. D. 1918, before me appeared
U V Stewart to me personally known, who,

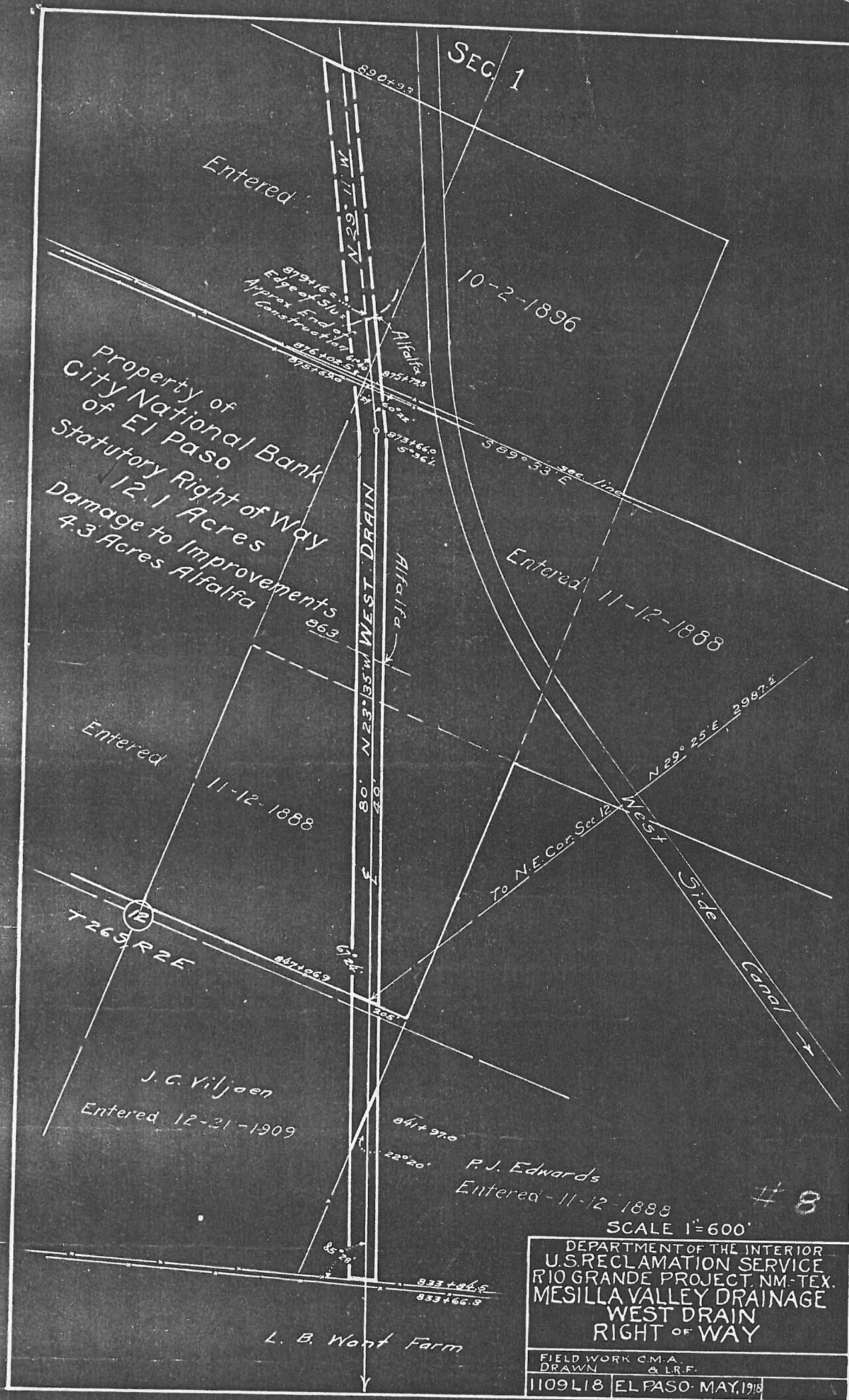
being by me duly sworn, did say that he is the President of the City National Bank, of El Paso, Texas, and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said U V Stewart acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal the day and year last above written.

GEO W HOADLEY

(SEAL)

Notary Public In and For the
County of El Paso and State of
Texas. My com. exp. June 1 1919.



El Paso, Texas, July 26, 1918.

From C. F. Harvey, Assistant to District Counsel,

To Chief Counsel, Washington.

Subject: Agreement dated May 10, 1918, with City National Bank of El Paso, Texas, in settlement for improvements on right of way reserved to the United States under Act of August 30, 1890 - Rio Grande project.

1. Receipt is acknowledged of letter of July 22 from the Acting Chief Counsel calling attention to the Acting Director's letter of June 10. This office regrets that answer to this communication has been neglected.

2. In regard to the holding of the real estate by the City National Bank, the bank advises that the land was obtained legally on account of debts previously contracted. Title in the bank appears from the county records, which were duly examined before contract was entered into.

3. In regard to the necessity of further examination of title, your attention is invited to the following facts:

That the land is subject to statutory right of way under the Act of August 30, 1890.

That no money consideration passed from the United States, the consideration being the building of structures to be permanently fixed upon the ground.

That if an adverse claimant should appear, the United States would still contend that the existing structures were ample compensation; and that even if such contention should fail, the United States would find the building of these structures incumbent upon it, as they became necessary, due to the operations of the United States, for the proper way and delivery of water for the land itself. (See certificate by the Project Manager accompanying the contract.)

That if the title should prove to be in dispute, the United States, pending settlement, holds the City National Bank to the maintenance of the structures, which is the immediate purpose of the contract and the reason for the recording thereof.

4. That from the above facts the interests of the United States can rest upon the equities and necessities of the case and that it would not be advisable to go to the expense of procuring an abstract and making an examination thereof.

C F HARVEY

(In Absence of Mr. Dent.)

Copy to District Counsel
In Charge, Denver.
Project Manager, El Paso.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

From Acting Chief Counsel

July 22, 1918.

To District Counsel Dent, El Paso, Texas.

Subject: Agreement dated May 10, 1918 with City National Bank of El Paso, Texas -- in settlement for improvements on right of way reserved to the United States under act of August 30, 1890 - Rio Grande project.

1. Reference is made to the acting Director's letter of June 10, 1918 to the Chief of Construction, copy to your office, on the above subject.

2. Please advise what decision you reached in regard to paragraph 5 of said letter which is as follows:

"5. As a national bank is restricted in regard to the real property which it may hold, this feature of the case should be considered by District Counsel before any expenditure is made thereon. In this connection, an abstract of title may also be considered necessary by district counsel".

3. The original agreement has been recorded, and returned to this office for filing under project manager's letter of July 15, 1918.

Ottomar Hamel

Copy to C. of C., Denver.
P. M., El Paso.
D. C. in charge, Denver.

El Paso, Texas, July 15, 1918.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract dated May 10, 1918, with The City National Bank, providing for construction of canal structures by the Service - Rio Grande project.

1. Reference is had to my letter of May 10, 1918 (form letter of transmittal), requesting return of the above contract for recordation.

2. This contract has been recorded and it is returned herewith for filing in your office.

L M LAWSON

incl.

El Paso, Texas, June 17, 1918.

CH

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record is contract dated May 10, 1918, between The City National Bank of El Paso and the United States.

Very truly yours,

P W DEWITT OFF
District Counsel.

incl.

J. F. WILLIAMS,
VICE PRESIDENT
H. M. ANDREAS,
VICE PRESIDENT

U. S. STEWART,
PRESIDENT
C. H. TEAGUE,
CASHIER

J. L. ANDREAS,
ASSISTANT CASHIER
R. B. KIMBROUGH,
ASSISTANT CASHIER

The City National Bank

El Paso, Texas

June 17, 1918.

Mr P. W. Dent, District Counsel,
United States Reclamation Service,
El Paso, Texas.


Dear Sir:-

Referring to yours of the 14th
inst. relative to the land owned by this bank
through which the Mesilla valley west drain
is asking for a right of way, beg to ad-
vise this land was obtained legally by this
bank, on account of debts previously con-
tracted.

National banks are allowed to
take land, or property, under the law and
to hold same for a period, not to exceed,
five years.

We trust this will answer
your inquiry satisfactorily.

Yours very truly,


President

City Natl Bldg contract

GWH:UNK

El Paso, Texas, June 15, 1918.

Mr. E. S. Ardoin,

Chamberino, N. M.

Dear Sir:

On the 10th ult., the City National Bank signed a contract for the installing of a bridge and flume across the Mesilla Valley West River drain, where same goes through their land in Sections 1 and 12, Township 26 S., Range 2 East.

As the United States has statutory right of way through this land, the flume and bridge were installed as a consideration for all damages to crops and improvements.

The cost of either one of these structures more than covers any damages done to improvements.

Very truly yours,

U. S. RECLAMATION SERVICE

By L. M. Dawson

Project Manager.

El Paso, Texas, June 14, 1918.

The City National Bank,
El Paso, Texas.

Gentlemen:

Referring to contract dated May 10, 1918, concerning right of way for the Mesilla Valley west drain and the structures which the Reclamation Service is to build on your holding, our Department has raised the question of a national bank's holding real estate. We do not question your holding, but take the liberty of asking you for a brief statement as to the manner in which this land was acquired by your bank, which, we suppose, was through a foreclosure or by other method made necessary to secure some debt which was founded on a lien on the land. Our Department has suggested that we get an abstract of title and examine the title at length, but we hardly think this is warranted.

If you will kindly advise on the above, your answer will be greatly appreciated.

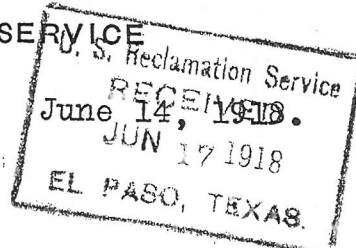
Very truly yours,

P W DENT CPH

District Counsel.

This is land in W $\frac{1}{2}$ of NE $\frac{1}{4}$ sec. 12 and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 1, T 26 S, R 2 E, N.M. principal meridian, in Dona County. We would examine the records and not trouble you with the above, except that it is not at present convenient for us to go up to Las Cruces.

File
DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.



From Chief of Construction.

To Project Manager, El Paso, Texas.

Subject: Agreement of May 10, 1918 with The City National Bank of El Paso, Texas, in settlement for improvements on right of way reserved by the United States under the Act of August 30, 1890 (36 Stat., 391) - Rio Grande Project.

1. Reference is made to the Acting Director's letter of June 10, 1918 to this office regarding the contract noted above, copy of which letter was sent you and the District Counsel at El Paso, from Washington.

2. The original of this contract is enclosed herewith for record in the county records of Dona Ana County, New Mexico, after which it should be returned to this office.

3. The matters referred to in paragraph 5 of the Acting Director's letter, namely, the amount of real property which a National Bank may hold and the necessity of an abstract of title in connection with this contract, should be considered by the District Counsel and appropriate action taken.

4. Will you please bear in mind the suggestions in paragraphs 3 and 4 of the Acting Director's letter when preparing future contracts of a similar nature.

- - - -

F. M. Reynolds

Enc.

CC to DC, El Paso, Texas.

Acting Director

June 10, 1918.

Chief of Construction, Denver, Colo.

Agreement dated May 10, 1918, with the City National Bank of El Paso, Texas - in settlement for improvements on right of way reserved with the United States under the act of August 30, 1890 - Rio Grande Project.

1. By your reference of May 22, 1918, this office is in receipt of the above mentioned agreement.

2. It appears that the object of the agreement is to define the rights of the parties thereto with respect to damages to improvements on 12.1 acres of land owned by the vendor and appropriated by the United States for right of way purposes under the act of August 30, 1890; that the United States in lieu of reimbursing the vendor in money for the improvements (stand of alfalfa) valued at \$500 on about five acres, agrees to construct one bridge and one flume at an estimated cost of \$750. This transaction has been favorably reported on by an appraisal board.

3. It further appears that in drawing this agreement the standard form for use in this connection, shown at page 52 "Forms for Contracts" was generally followed without making proper modifications thereto to suit local conditions (see Preface, Forms for Contracts). The use of the word "payments" in article 1 of the agreement is not appropriate; also the same word in article 5, line 1.

4. The entire article 7 should have been modified as no payment is to be made the vendor.

5. As a National Bank is restricted in regard to the real property which it may hold, this feature of the case should be considered by district counsel before any expenditure is made thereon. In this connection an abstract of title may also be considered necessary by District Counsel.

6. The contract has been approved, however, and the original is herewith enclosed for record and return.

Encl.

Copy to P. M., El Paso, Texas.
D. C. " " ✓

Mon. River

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, May 10

Director and Chief Engineer (through the Chief of
Project Manager to the ~~Chief of Construction~~ Construction), 1918

Subject: Forwarding contract for approval.

Agreement dated May 10, 1918

Rio Grande Project.

Executed on behalf of U. S. by L M Lawson Project Manager

With The City National Bank of El Paso, Texas.

Estimated amount involved, \$ ~~building of~~ structures, Authority No.
as stated, or clearing acct. 6-3

~~Transmitted by bond and two copies.~~
(Strike out if no bond transmitted)

Purpose:
(See instructions on back)

Settlement for improvements on right of way reserved
to the United States under Act of Aug. 30, 1890
(36 Stat. 391). Land taken for the Mesilla Valley
west drain. Bridge is estimated to cost \$350 and
the flume \$400.

Chief of Construction, Denver, Colo. and
Advise Project Manager at El Paso, Texas.

District Counsel

(Post office and State)

at El Paso, Texas.

using extra copy or copies hereof. Return original contract for
official record, as requested in letter of even date herewith.

Orig. & 2 copies contract.
Certificate of recommendation.

Necessary Certificate.

Blueprints.

Rept. of appraisal board.

L M LAWSON

Project Manager.

Denver, Colo. *Washington, D. C.*

JUN 10 1918, 191

Described contract with bond, if any (see above) was

Morris Bien, Acting Director

on JUN 10 1918

Morris Bien, Acting Director

Chief of Construction

MAY 27 '18 82827

Respectfully transmitted to Director, Washington,
with recommendation that contract be approved.

Encs: Orig. (Director's) & 1 copy of contract.

" & 3 copies of form letter.

" Cert. of Board of appraisal.

" Possessory certificate.

" Cert. of Necessity.

1 blue print

Orig. letter from PM, El Paso, dated May 10, 1918.

*See letter
1/14/18 to copy
copy to 8-6.*

Denver, Colo., May 22, 1918.

Legat R. J. Walter

Acting Chief of Construction

Form 7-523a-t
Printed Dec., 1917

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated May 10, 1918, with The City National Bank of El Paso, Texas, are required for purposes authorized by the Act of June 17, 1902 (32 Stat.388), namely, as right of way for the Mesilla Valley west drain, a part of the Rio Grande project; that the consideration stated in the agreement, namely, the building of one flume and one bridge, is reasonable and the least that the Reclamation Service could perform under the circumstances; that the structures will cost, for the bridge approximately \$350 and for the flume approximately \$400, or a total of \$750, that the damage to the visible improvements amounts to \$500 for a stand of alfalfa on some five acres, and that the difference between these two amounts is regarded as the customary obligation upon the Reclamation Service to secure to the landowner proper access to his property and to make available to the land a supply of irrigating water; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,
May 10, 1918.

We, the undersigned, members of the board designated to fix the value of the improvements and amount of damages on land taken for right of way for the Mesilla Valley west drain, Rio Grande project, as shown in contract with the City National Bank of El Paso, Texas, dated May 10, 1918, find that the fair and reasonable value of said improvements and damages is \$750.

Oscar B. Wood,

Representative of Elephant Butte Water
Users' Association.

GEO W HOADLEY, Representative of
U. S. Reclamation Service.

El Paso, Texas,

May 10, 1918.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, May 10, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States from The City National Bank of El Paso, Texas, in the west half of the northeast quarter of sec. 12 and the southeast quarter and southwest quarter of sec. 1, T 26 S, R 2 E, New Mexico principal meridian, Dona Ana County, New Mexico, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

El Paso, Texas, May 10, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract dated May 10, 1918, with The City National Bank, in settlement of damages to land - Rio Grande project.

1. The above contract, with related papers, has been duly acknowledged in order that it may be recorded. It is desired to record this and similar contracts in order that the vendor or subsequent landowners may be held to maintain the structures, as stated in the agreement. It is respectfully requested that the original be returned after approval, that it may be put on record, when it will again be forwarded for filing.

L M LAWSON

incls. as noted on form
letter of transmittal.