

108 ZORR, G.

Purchase of Improvements

(065)
FRANKLIN DRAIN 06-23-0078 - 0023-00 12-(23) TEXAS

782

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, JUN 19 1923

(Place)

(Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated June 14, 1923.

With G. Zork

Estimated amount involved, \$ 400.00 Authority No. 6-63G-R4

Accompanied by bond and copies. or Clearing Acct.

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

Purchase of improvements on 5.27 acres of land granted for

Purpose: canal purposes by stock-subscription contract with water users' association. Land required for Franklin Drain.

Amount of \$400.00 is for loss of 0.27 acre cane \$6.00; 1 acre corn \$44.00; 2 acres Chili peppers \$200.00; 2 acres alfalfa \$150.00.

Advise Project Manager at El Paso, Texas

(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Original and 4 copies of contract
- " " 2 " certificate of recommendation
- " " 2 " possessory certificate
- " " 3 " f.l.t.
- " " 2 " certificate as to title
- 3 blueprints

L. M. Lawton
(Signature)

El Paso, Texas,
(Place)

JUN 19 1923
(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by J. H. Hamilton

on JUN 19 1923

J. H. Hamilton
Clerk DISTRICT COUNSEL

Inclosures as follows returned to Project Manager:

(Same as above)

body of the contract. For and in consideration of the faithful performance of this contract, the Contractor shall be paid

in the execution of this contract the names of the parties should be signed in full in the name in which they are entered in the

specifications. If the contractor has no other obligations, he should sign in his own name. If he is a partner in a partnership, he should sign in the name of the partnership.

8. A contractor under seal of the Government that the contractor is not a corporation, partnership, or other legal entity, shall sign the following form:

I, the undersigned, being the contractor named in the contract, do hereby certify that I am the contractor named in the contract and that I am not a corporation, partnership, or other legal entity.

9. A contractor under seal of the Government that the contractor is a corporation, partnership, or other legal entity, shall sign the following form:

The contract specified in the title hereof is a contract of the Government, and I, the undersigned, being a member of the board of directors of the contractor named in the contract, do hereby certify that I am a member of the board of directors of the contractor named in the contract and that I am not a corporation, partnership, or other legal entity.

~~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 3727, Revised Statutes of the United States.~~

11. 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 State or Territories or municipalities having criminal jurisdiction.

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).

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

THE UNITED STATES OF AMERICA,

By I. M. LAWSON

Project Manager, U. S. R. S.

G. Zork,

Vendor ~~Contractor~~

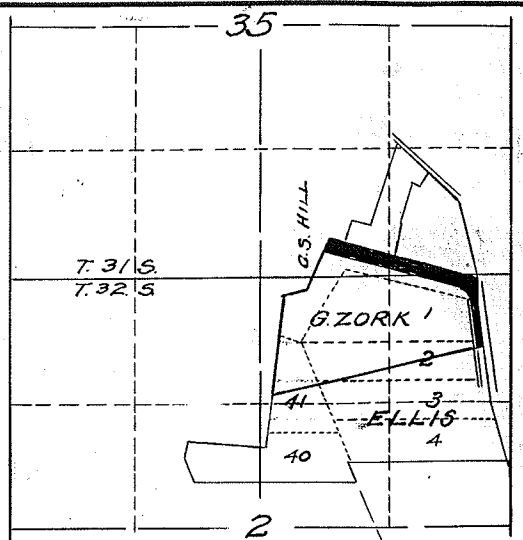
* By _____

P. O. Address 117 San Francisco Street,
El Paso, Texas.

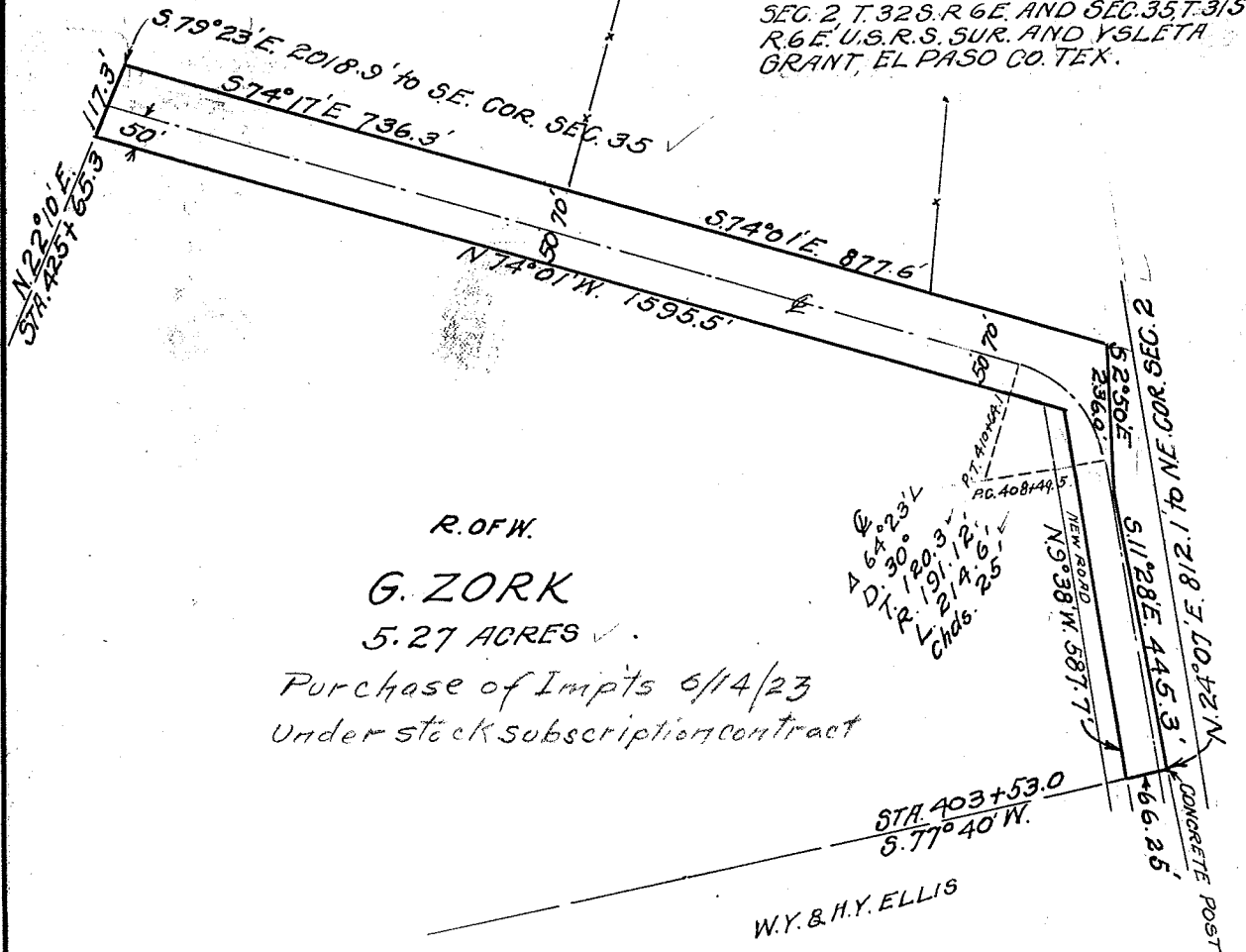
† Approved: _____

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.



LOCATION PLAT
SEC. 2, T. 32 S., R. 6 E. AND SEC. 35, T. 31 S.,
R. 6 E., U.S.R.S. SUR. AND V.S. LETA
GRANT, EL PASO CO. TEX.



R.O.F.W.
G. ZORK
5.27 ACRES ✓
Purchase of Impts 6/14/23
Under stock subscription contract

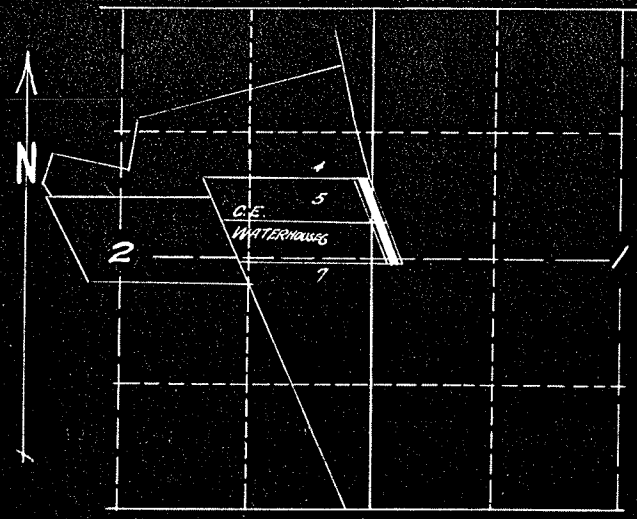
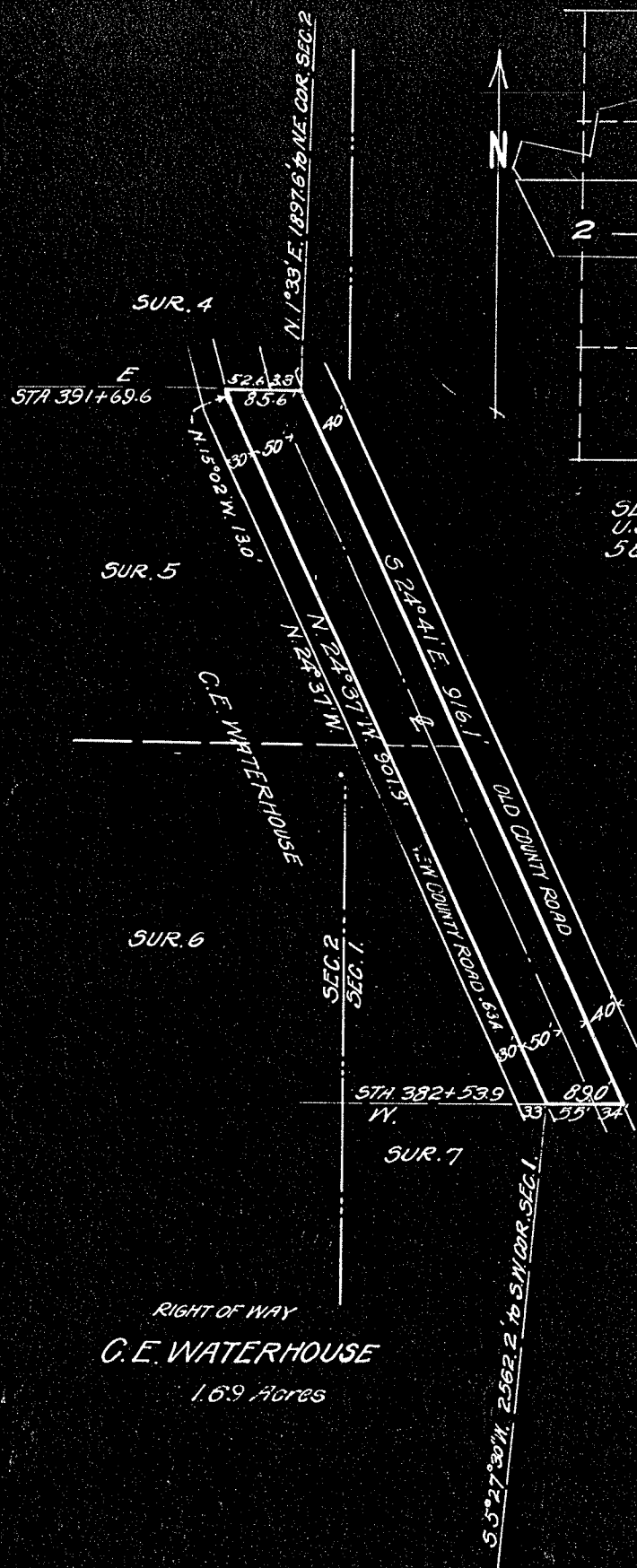
W.Y. & H.Y. ELLIS

SCALE 1" = 300'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJ. N.M. - TEX.
EL PASO VALLEY DRAINAGE
FRANKLIN DRAIN RIGHT OF WAY

DRAWN: A.D.P. RECOMMENDED: _____
CHECKED: J.M.P. APPROVED: _____

22 1253 L 53 EL PASO, TEX. JULY 19



SCALE 1" = 200'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N.M. - TEX.
 EL PASO VALLEY DRAINAGE
 FRANKLIN DRAIN RIGHT OF WAY
 DRAWN: A.O.D. FIELDWORK
 CHECKED: APPROVED:
 1253 L53 EL PASO, TEX. JUNE '19

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY, with reference to the following described land:

A tract of land containing 5.27 acres, more or less, in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35, Township 31 South, Range 6 East, and the NE $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 2, Township 32 South, Range 6 East, New Mexico Principal Meridian, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with G. Zerk dated June 14, 1923:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendor, who is the reputed owner, is the actual owner, and that there are no unpaid taxes, unsatisfied mortgages, or other outstanding liens against the said land;

That the said land is not homestead property.

J. H. Hamilton
Clerk.

El Paso, Texas, June 15, 1923.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated June 14, 1923, with G. Zerk, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 588), namely, as right of way for the Franklin Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$400.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. H. Lawson
Project Manager.

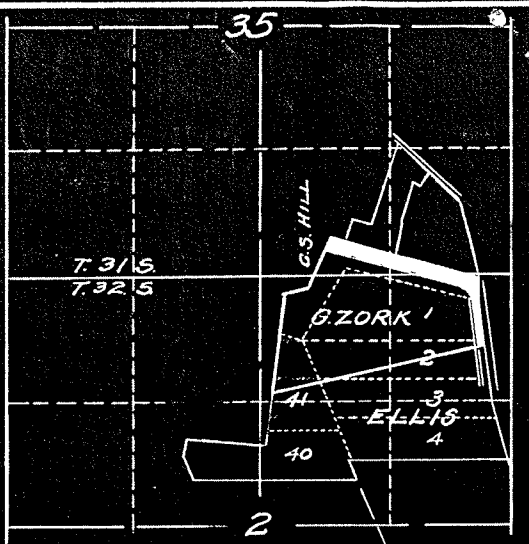
El Paso, Texas, June 14, 1923.

POSSESSORY CERTIFICATE

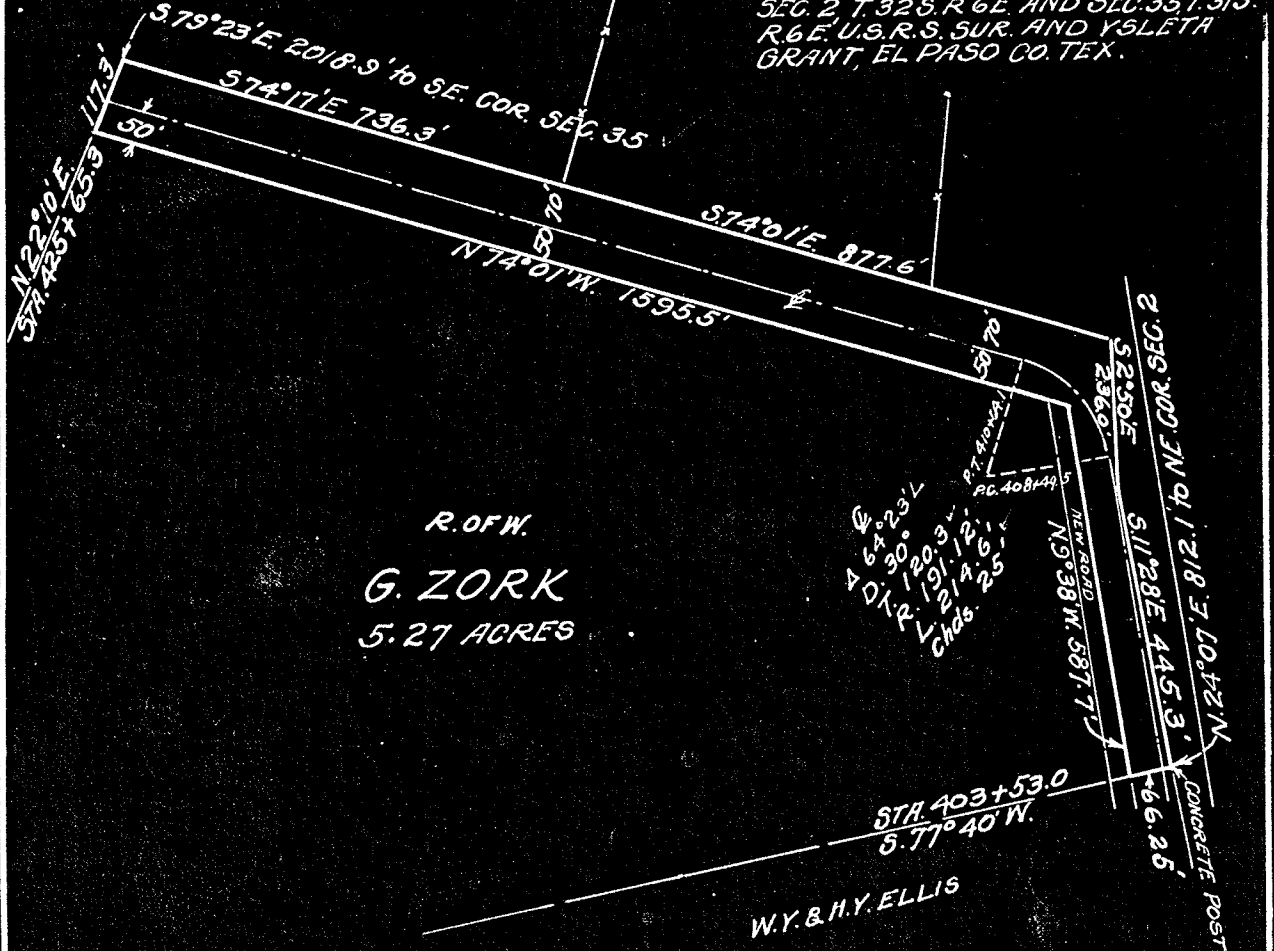
I, Geo. W. Headley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from G. Zerz in the S $\frac{1}{2}$ SE $\frac{1}{2}$ of Section 35, Township 31 South, Range 6 East, and the NE $\frac{1}{2}$ NE $\frac{1}{2}$ of Section 2, Township 32 South, Range 6 East, New Mexico Principal Meridian, United States Reclamation Service survey, El Paso County, Texas, 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. Headley
Assistant Engineer.

El Paso, Texas, June 14, 1923.



LOCATION PLAT
 SEC. 2 T. 32 S. R. 6 E. AND SEC. 35 T. 31 S.
 R. 6 E. U.S.R.S. SUR. AND YSLETA
 GRANT, EL PASO CO. TEX.



R.O.F.W.
G. ZORK
 5.27 ACRES

SCALE 1" = 300'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N.M.-TEX.
 EL PASO VALLEY DRAINAGE
 FRANKLIN DRAIN RIGHT OF WAY

DRAWN: A.D.P. RECOMMENDED: _____
 CHECKED: I.M.P. APPROVED: _____
 22 1253 L. 53 EL PASO, TEX. JULY 19

G. Zork

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT TEXAS - NEW MEXICO

THIS AGREEMENT, made June 14, nineteen hundred
and twenty-three, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ ^{or} supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, ~~and subject to the approval of the proper
supervisory officer of the United States Reclamation Service, and~~
G. Zork,

Vendor,
hereinafter styled ~~Contractor,~~ his heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will—~~

2. 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 incumbrance,
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 El Paso, State
of Texas, particularly described as follows, to wit:

A tract of land situated in the south half of the southeast quar-
ter (S½SE¼) section thirty-five (35); township thirty-one (31) south,
range six (6) east, and the northeast quarter of the northeast quar-
ter (NE¼NE¼) of section two (2), township thirty-two (32) south,
range six (6) east, New Mexico principal meridian, United States
Reclamation Service survey, and being also in the Yaleta Grant, and
beginning at the most northerly point of the tract of land herein
described, which is a point on the northerly property line of land
of the Vendor and from which point the southeast corner of said
section thirty-five (35) bears south seventy-nine (79) degrees
twenty-three (23) minutes east two thousand eighteen and nine-tenths
(2018.9) feet; thence along said property line south seventy-four
(74) degrees seventeen (17) minutes east seven hundred thirty-six
and three-tenths (736.3) feet and south seventy-four (74) degrees

G. J. M. A.
References to Highway

one (1) minute east eight hundred seventy-seven and six-tenths (877.6) feet to a point on the easterly property line of the Vendor; thence along said last mentioned property line south two (2) degrees fifty (50) minutes east two hundred thirty-six (236.9) feet and south eleven (11) degrees twenty-eight (28) minutes east four hundred forty-five and three-tenths (445.3) feet to a point on the property line between the Vendor and Ellis Brothers, from which last mentioned point the northeast corner of said section two (2) bears north twenty-four (24) degrees seven (7) minutes east eight hundred twelve and one-tenth (812.1) feet; thence along said last mentioned property line south seventy-seven (77) degrees forty (40) minutes west sixty-six and twenty-five hundredths (66.25) feet; thence north nine (9) degrees thirty-eight (38) minutes west five hundred eighty-seven and seven-tenths (587.7) feet; thence north seventy-four (74) degrees one (1) minute west one thousand five hundred ninety-five and five-tenths (1595.5) feet to a point on the westerly property line of land of the Vendor; thence along said last mentioned property line north twenty-two (22) degrees ten (10) minutes east one hundred seventeen and three-tenths (117.3) feet to the point of beginning; said tract of land containing five and twenty-seven hundredths (5.27) acres, more or less.

3. The Vendor, on behalf of himself, his heirs and assigns, release, acquit, and discharge the United States and its assigns 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.

4. In consideration whereof ~~Four Hundred and no/100~~ Four Hundred and no/100 agrees to pay to the Vendor the sum of (\$400.00) ~~Dollars~~ upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendor ~~will~~ ^{he is} furnish, before payment, satisfactory evidence that the owner of said improvements and the land on which the same are situated, ~~and~~ that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which may have in 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.

7. 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, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances 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 incumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees 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 ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified ^{the} 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.

Vendor

The contractor 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 contractor 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.

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.

CONFIDENTIAL