

HERRING, A. P., et. ux., Laura W. PURCHASE OF LAND IMPROVEMENTS

076

GREEN LATERAL

0023-0008-0008-00

~~17-(8)-Texas~~

280

*This document is not indexed in
the Serial & Index.*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Rio Grande IRRIGATION PROJECT

FILE COPY

CONTRACT RELATING TO Purchase of Land Improvements

This Contract, Made **March 11th**, 19**48**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, represented by the officer executing this contract,¹ ~~and subject to the approval of the proper supervisory officer,~~ and

A. P. Herring and Laura W. Herring, his wife

herein styled Contractor, **their** ¹ heirs, executors, administrators, successors, and assigns.

2. ~~Witnesseth,~~ That the parties hereto do hereby mutually covenant and agree as follows:

3. The Contractor ~~will~~ **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, crops, trees, shrubbery, and other improvements (all herein-after styled improvements) located upon, attached to, or connected with that certain tract of land described as follows:**

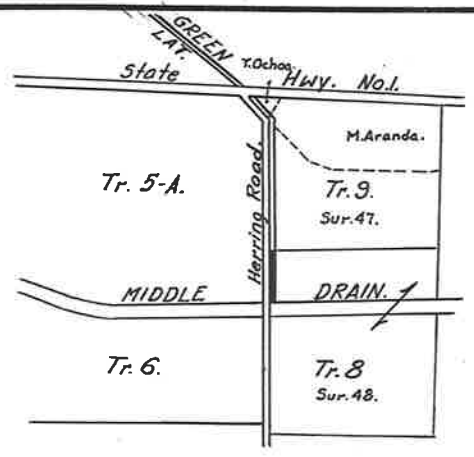
A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section eleven (11) Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey being also within Survey forty-eight (48) of the Mainland San Elizario Grant, shown as tract eight (8) Block eleven (11) on plat of official resurvey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 15th day of January 1930, and of record in the office of the county clerk of said county and state, being more particularly described as follows:

Beginning at a concrete post at the intersection of the northeast line of Tract eight (8) Block eleven (11) of said official resurvey of the San Elizario Grant and the southeast right of way line of a county (Herring) road, said concrete post set for the north corner of said tract eight (8) Block eleven (11); thence South forty degrees (40°) nineteen minutes (19') East along the line between tracts eight (8) and nine (9) Block eleven (11) twenty-five (25) feet to a point; thence South fifty-one degrees (51°) thirteen minutes (13') West four hundred ninety-six and thirty-eight hundredths (496.38) feet to a point on the northeast right of way line of the El Paso Valley Middle Drainage Canal, the property of the United States, thence North forty degrees (40°) twenty-two minutes (22') West along said right of way line of the Middle Drain twenty-five (25) feet to point of intersection with the southeast right of way line of the county (Herring) road and from which point the west corner of Tract eight (8) Block eleven (11) bears South fifty-one degrees (51°) thirtyp two minutes (32') West one thousand three hundred eighty-four (1384) feet; thence North fifty-one degrees (51°) thirteen minutes (13') East along the southeast county road right of way line four hundred ninety-six and four tenths (496.4) feet to the point of beginning. Said tract of land containing twenty-eight hundredths (0.28) of an acre, more or less. All as shown on plat attached hereto and made a part ~~XXXX~~ hereof.

*GWH
Direct as to Aug. DATA*

¹ Strike out words not applicable.

over.

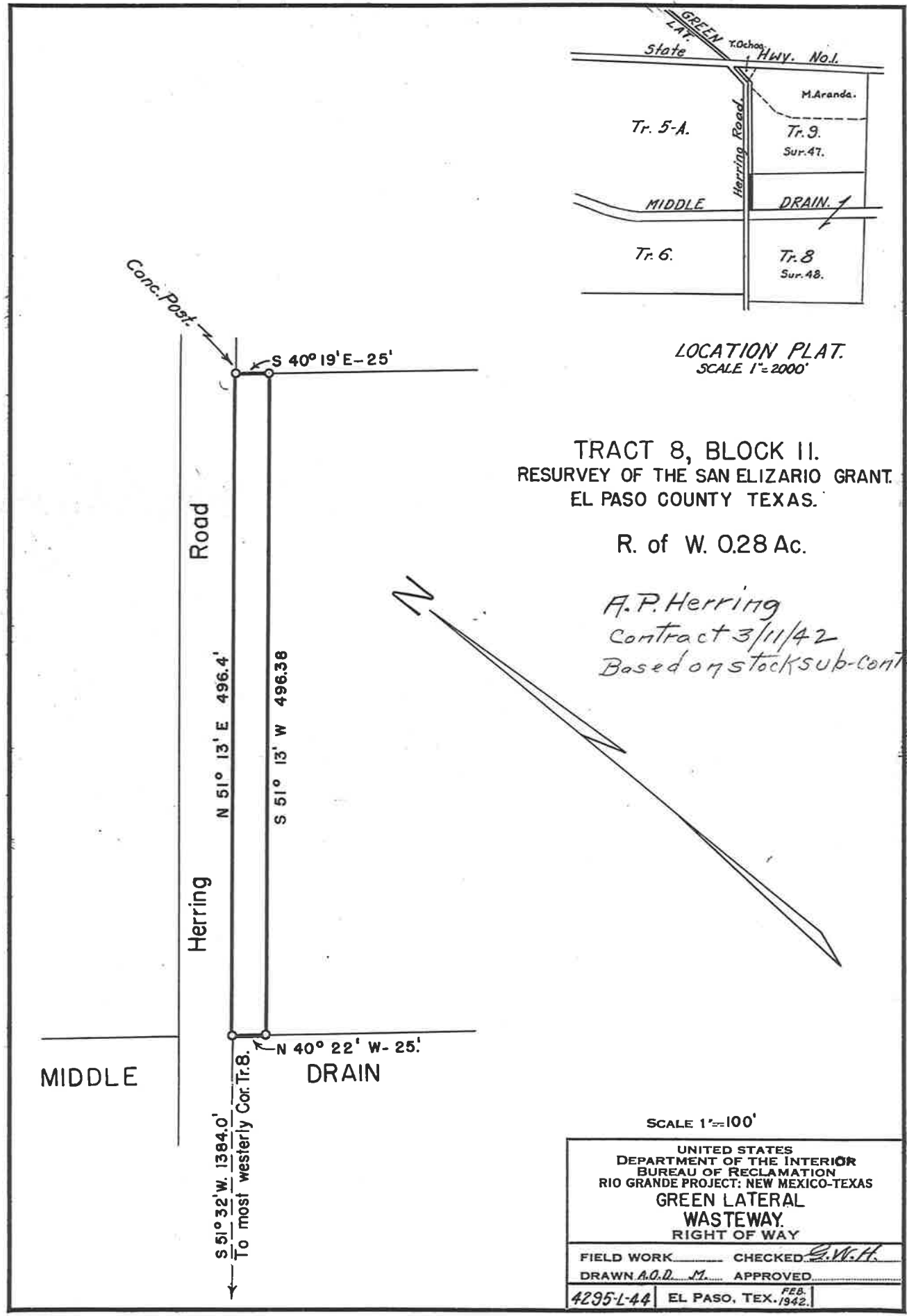
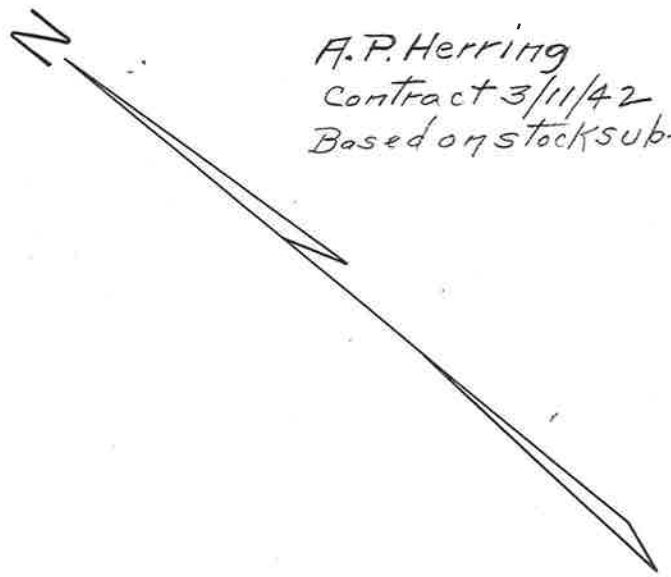


LOCATION PLAT.
SCALE 1"=2000'

TRACT 8, BLOCK II.
RESURVEY OF THE SAN ELIZARIO GRANT.
EL PASO COUNTY TEXAS.

R. of W. 0.28 Ac.

A.P. Herring
Contract 3/11/42
Based on stock sub-contract



SCALE 1"=100'

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT: NEW MEXICO-TEXAS GREEN LATERAL WASTEWAY RIGHT OF WAY	
FIELD WORK _____	CHECKED <i>G.W.H.</i>
DRAWN <i>A.O.D. M.</i>	APPROVED _____
4295-L-44	EL PASO, TEX. FEB. 1942.

4. The Contractor does hereby release, acquit and discharge the United States from any and all liability for damages or compensation arising from entry upon the land above described and from the construction, operation and maintenance thereon heretofore and hereafter of works pertaining to the above-named Federal irrigation project.

5. The Contractor does hereby ratify and confirm the grant to the United States of the right of way across the land above described, under stock subscription contract with the El Paso Valley Water Users' Association.

..... ~~FOR and in consideration of the faithful performance of this contract, the Contractor shall~~
~~be paid as follows:~~

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with _____ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____, 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.

_____, Bureau of Reclamation.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19

My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

- 1. In the heading, in the blank following the words "Contract relating to," insert an appropriately descriptive word, such as Damages, Supplies, Repairs, Drayage, etc.
- 2. The post office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
- 3. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this contract. A general statement that "erasures and interlineations were made before execution" is not sufficient.
- 4. Only one copy of a contract should be executed, unless the Contractor requests an executed copy, in which case the contract may be executed in duplicate.
- 5. A contract with a firm should describe the Contractor in the preamble, as, for instance, "Doe & Roe, a partnership, consisting of John Doe and Richard Roe, copartners," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Copartner."
- 6. A contract with a corporation should describe the Contractor in the preamble, as, for instance, "Doe Mercantile Company, a corporation duly organized under the laws of the State of Colorado." The contract should be signed in the corporate name by an appropriate officer thereof, who should affix his official designation, together with the corporate seal. A certificate under the corporate seal that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact (C. L. 1326).
- 7. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
738 Amarillo Building
Amarillo, Texas



June 5, 1942

From District Counsel
To Superintendent, El Paso, Texas.
Subject: Grant of Right of Way - Green Lateral Wasteway -
Rio Grande project.

1. Reference is made to your letter dated May 25, 1942 and enclosures, relating to purchase of land improvements from A. P. Herring and Laura W. Herring.
2. In order that this office may give further consideration to the contract submitted, please furnish a copy of the stock subscription contract with the El Paso Valley Water Users' Association under which the grant of right of way was authorized, and of any conveyances of such reserved right of way easement thereunder. A loan of your office copies will serve our purpose.
3. The instrument submitted apparently relates solely to improvements on land, for which a right of way has already been acquired, and is intended to protect the government from loss through damage to said improvements resulting from the construction of the proposed pipe line.

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Dupl.


Spencer L. Baird

6. The contractor will furnish evidence satisfactory to the United States that the Contractor is the owner of said improvements and of the land on which the same are located, and that the improvements are free from any lien or encumbrance, and for this purpose will submit to the United States for examination any pertinent abstract title or other title papers which the Contractor may have, with the right to the United States to make and retain copies of such papers; but any abstract of title additional to what the Contractor may now have, which the United States may require, shall be procured at the cost and expense of the United States.

7. The Contractor will procure and have recorded where proper for record, all evidence of title which in the opinion of the District Counsel for the Bureau of Reclamation, are necessary to show good title unencumbered, in the Contractor to the property purchased, and which may be requested by said District Counsel.

8. The United States will pay the Contractor the sum of ONE AND NO/100 (\$1.00) 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 herein stated.

9. 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 may 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 to any lien or encumbrance over this contract, nor as an assumption of the same by the United States.

10. The United States will permit the Contractor to retain possession, of the land above described, to use and enjoy the same, and to remove therefrom property not the property of the United States, until March 11, 1942 unless prior thereto it becomes necessary to occupy said land for Government purposes, in which event the Contractor will be duly notified; and the Contractor agrees that whenever so notified the Contractor will immediately yield and deliver up the possession of said land, together with the said improvements thereon purchased by the United States.

11. The Green Lateral to be constructed by the United States across the property above described, shall be a pipe which shall be buried in the ground; and the United States shall, without unreasonable delay, fill the trench in which said pipe is laid.

~~In the performance of this contract no person shall be employed who is undergoing a sentence or imprisonment at hard labor imposed by any municipal, territorial, or State court having criminal jurisdiction.~~

..... No interest in this contract 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.

..... 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.

..... 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 to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract 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).

..... The Contractor warrants that the Contractor 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 Contractor for the purpose of securing business with others than the Government.

In witness whereof, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

L. B. Pfook

By _____

Superintendent

_____, Bureau of Reclamation.

A. P. Herring

Contractor.

Laura W. Herring

By _____

P. O. Address _____

Approved, _____, 19 .