

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande

Project El Paso, Texas, March 5, 1921

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated March 5 1921

With J. A. Bradford

Cash, \$324.80

Estimated amount involved, \$Flume, \$350

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond.

Purpose: Purchase of improvements on stock-subscribed 6-3a

right of way, and building of flume. Estimated cost of flume is \$350. Clause as to flume (par. 10-a) follows form suggested in letter D.C. to C.Z. Dec. 14, 1920. Total consideration is more than \$500 (inc. flume), and contract therefore does not come within pur-  
Advise Project Manager at El Paso, Texas,

(Post office and State)

View C.L. 969

District Counsel at

El Paso, Texas, for P.M. final

(Post office and State)

approval.

and

execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 125, Vol. 1 of Manual.

L H LARSON

(Signature)

Denver, Colo.

March 15, 1921.

The above described contract and bond, if any, approved

by P. E. Weymouth

on

March 12, 1921.

Chief of Construction Engineer.

Denver, Colo.

Chief of Construction to Director:

It is recommended that the above described contract be executed

approved and bond if any approved.

Inclosures:

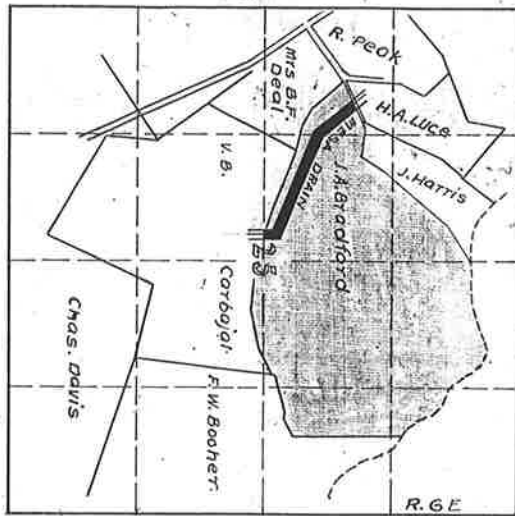
(Signature)

executed

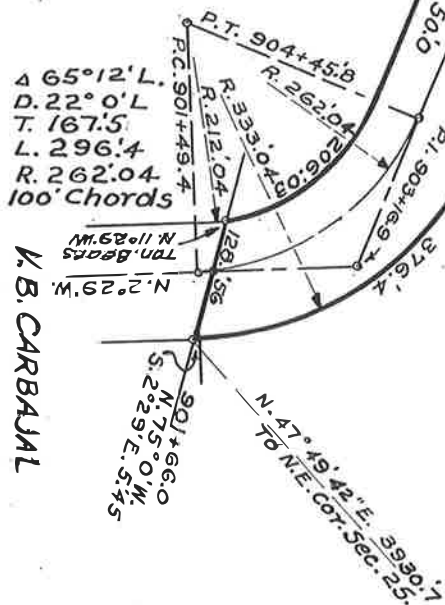
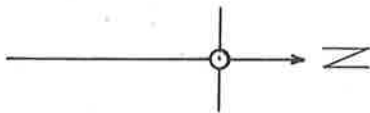
Washington, D.C.

Contract approved and bond, if any, approved by

on



Location Plat  
SEC. 25 T. 31S, R. 6E.  
U.S.R.S. SURVEY  
El Paso Co., Tex. 52792



Note: Curve lengths based on  
100' Chord lengths.

J.A. BRADFORD  
R.O.F.W. 4.64 A. ✓  
Purchase of Imp's on stock subscrib  
ed R/W  
Disburse' Contract 3/5/21

SCALE: 1"=200'

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
N.MEXICO - RIO GRAND PROJECT - TEXAS  
EL PASO VALLEY DRAINAGE  
MESA DRAIN  
RIGHT OF WAY

DRAWN: LAWRENCE FIELD WORK: F.C.S.

CHECKED: APPROVED:

No 349 900-L48 EL PASO JAN. 1919.

Project Manager

Form 7-523  
Form approved by the Secretary of the Interior  
September 13, 1915  
(Reprint July, 1919)  
(Reprint Nov., 1919)

CONTRACT  
(Disbursement)  
6-6024

## DEPARTMENT OF THE INTERIOR

### UNITED STATES RECLAMATION SERVICE

RIO GRANDE

PROJECT Texas - New Mexico.

THIS AGREEMENT, made the 5th day of March, nineteen hundred and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof ~~and~~ <sup>or</sup> 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 J A Bradford, a single man,

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

WITNESSETH: The parties covenant and agree that—

~~For the Contractor~~

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 encumbrances, 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 approximately One (1) miles Northeast of the town of Ysleta, Texas in the South half of Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) Section twenty-five (25) Township thirty-one (31) South, Range six (6) East, United States Reclamation Service Survey being also in the Ysleta Grant and more particularly described as follows: Beginning at the Northwest corner of the tract of land herein described which is a point on the southeasterly right of way line of a county road, and from which point the Northwest corner of said Section twenty-five (25) bears North twenty-seven degrees (27°) fifty-eight minutes (58') fifty-four seconds (54") West one thousand nine hundred fifty-two and six tenths (1952.6) feet; Thence along said right of way line of

Correct as to Engineering Data

S.M.A.

County Road, North sixty-two degrees (62°) thirty-four (34) minutes (34') East one hundred twenty-two and eight tenths (122.8) feet; thence South thirty-nine degrees (39°) forty-three minutes (43') East two hundred eighty and forty-six hundredths (280.46) feet; thence to the left along a five hundred three and sixty-nine hundredths (503.69) feet radius curve, a distance of two hundred forty-five and three tenths (245.3) feet; thence South sixty-seven degrees (67°) forty-one minutes (41') east eight hundred twenty and four tenths (820.4) feet; thence to the right along a three hundred thirty-three and four hundredths (333.04) feet radius curve, a distance of three hundred seventy-six and four tenths (376.4) feet; thence South two degrees (2°) twenty-nine minutes (29') East five and forty-five hundredths (5.45) feet to a point on the boundary line between the land of the Vendor and V. B. Carbajal, from last named point the Northeast corner of said Section twenty-five (25) bears North forty-seven degrees (47°) forty-nine minutes (49') forty-two seconds (42") East three thousand nine hundred thirty and seven tenths (3930.7) feet; thence North seventy-five degrees (75°) no minutes (0') West one hundred twenty-eight and fifty-six hundredths (128.56) feet to a point on a two hundred twelve and four hundredths (212.04) feet radius curve, the tangent to the curve at said point bearing North eleven degrees (11°) twenty-nine minutes (29') West; thence along said curve a distance of two hundred six and three hundredths (206.03) feet; thence North sixty-seven degrees (67°) forty-one minutes (41') West eight hundred twenty and four tenths (820.4) feet; thence along a six hundred twenty-three and sixty-nine hundredths (623.69) feet radius curve a distance of three hundred four and no tenths (304.0) feet; Thence North thirty-nine degrees (39°) forty-three minutes (43') West three hundred six and six tenths (306.6) feet to the point of beginning, said tract of land containing four and sixty-four hundredths (4.64) acres more or less. All curves described herein are measured on one hundred (100) foot chords.

3. The Vendor, on behalf of himself, his heirs and assigns, releases and acquits and discharges 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, the United States agrees to pay to the Vendor the sum of three hundred twenty four 80/100 \$324.<sup>80</sup> 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 the El Paso Valley Water Users' Association.

6. The Vendor will furnish before payment, satisfactory evidence that he 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 he may have in his 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 unencumbered in the Vendor the property purchased.

8. 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.

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 ~~March 5, 1921~~ 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 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.

10. 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.

Page 4.

10-a. It is understood and agreed that there will be constructed by and at the expense of the United States a flume of the standard design adopted and now being used on the Rio Grande project. Said flume shall be constructed at or near Station 911 plus 00 of El Paso Valley mesa drain, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. It is further understood and agreed that the Vendor, his heirs, successors, or assigns, shall maintain such structure in good condition at all times and that the United States does not assume any obligation for maintenance, repair, or reconstruction, or liability for any damage occurring from lack of proper maintenance of said structure.

#### **Vendor**

11. 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 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.

~~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.~~

We, the undersigned, members of a board designated to fix the value of improvements on the land taken from the holding of J. A. Bradford by the United States for right of way for the El Paso Valley mesa drain, Rio Grande project, described in agreement dated March 5, 1921, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$324.80 and the building of a flume at a cost of approximately \$350.

Roland Harwell

El Paso, Texas,  
March 5, 1921.

Representative El Paso County  
Water Improvement District No. 1.

GEO W HOADLEY

Representative U. S. Reclamation  
Service.

Certificate as to Title.

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

A tract of land containing 4.64 acres, more or less, in the south half of the northwest quarter of section 25, township 31 south, range 6 east, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with J. A. Bradford dated March 5, 1921:

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 liens outstanding against the said land; and, further, that upon investigation of the personal status of the said Vendor, I find that he is now single and has never been married.

El Paso, Texas,  
March 5, 1921.

C F HARVEY

Clerk.



POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, March 5, 1921.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J. A. Bradford, in the south half of the northwest quarter of section 25, township 31 south, range 6 east, 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. HOADLEY

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Assistant Engineer.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated March 5, 1921, with J. A. Bradford, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, ~~\$324.80~~ cash and the building of a flume at an approximate cost of \$350, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved. The cash payment is for improvements on 4.64 acres valued at \$70 an acre.

El Paso, Texas,  
March 5, 1921.

L E LARSON

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Project Manager.

COUNTY Missouri COUNTY El Paso

1. Mailing address of each party  
J. A. Bradford #1230 E. Missouri St City
2. Personal status of each party (married, single, widow or widower): single
3. List of improvements (state, as by itemized bill, how total consideration was fixed):  
464 Acres Cultivated land @ 70<sup>00</sup> 324<sup>00</sup>
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:  
No liens
5. State whether or not land is homestead property: no
6. Survey number of tract (if not embodied in land description):  
If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):  
Acres: assessed at \$  
other available information
7. Grantor will order title guaranty.  
Grantor agrees that Service may order title guaranty and make deduction therefor.  
Grantor will order abstract of title.  
Grantor agrees that Service may order abstract of title and make deduction therefor.  
☒ Grantor states that taxes are paid to date.  
Grantor will pay taxes now unpaid.  
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.  
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).  
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service.

Flume

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

3/4/21

191 , with

J. A. Bradford

for the purchase of land required for

purposes, Project,  
County,

1. State description and approximate area of land to be conveyed.

2. 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 have been issued.

Isleta Grant

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

J. A. Bradford single  
#1230 E Missouri St  
El Paso

4. 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 the lease, and the date when the tenant is to give up possession.

Owner

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Yes

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

*Had be cultivated*  
*4.647 @ 70.00 \* 324.90*

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

*Juan de Herrera Canal*

8. State the selling price of similar land in the vicinity.

*100.00 to 150.00 the acre*

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

*The drain cuts off two small fractions  
 from main tract General benefit to  
 balance*

The above is a correct statement of the information procured.

Dated

*3/4/21* 191

(Signature)

*Geo W. Hoadley*

(Title)

*In Charge of Negotiations.*

Approved:

*Project Manager.*



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

12. 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 3797, Revised Statutes of the United States.

13. 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.

15. 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 L. M. LAWSON

Project Manager, U. S. R. S.

J. A. BRADFORD

Contractor.

\* By \_\_\_\_\_

P. O. Address \_\_\_\_\_

1230 East Missouri St  
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.

6-5721