

OCT 1919 TO

MARCH 1921

BOOK

PAGE

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780

BRAZEL, MARGARET G.

IMPROVEMENT PURCHASE CONTRACT

131

MESA DRAIN

0023-0000-0018-00

7-18 TEXAS

OCT 1919-MARCH 1921

780

NOT RECORDED DIRECT OR INDIRECT

Damage Contract
THE STATE OF TEXAS.
COUNTY OF EL PASO.

Mrs M. G. Brazell

KNOW ALL MEN BY THESE PRESENTS: THAT

of the County of _____ of _____, for and in consideration of the sum of **One and 0/100 (\$1.00)** DOLLARS,

to _____ in hand paid by **the United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 368), and acts supplemental thereto and amendatory thereof,** the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said **The United States of America, its**

~~Grantor~~ assigns all _____ right, title and interest in and unto that tract or parcel of land lying in the County of **El Paso** and State of **Texas** described as follows, to-wit:

A tract of land approximately three miles northwest of the town of Yaleta, Texas, in the northeast quarter of the southwest quarter of section fifteen (15), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Yaleta Grant, and more particularly described as follows:
Beginning at the southeast corner of the tract of land herein described, from which point the southwest corner of said section fifteen (15) bears south 55°46'25" west two thousand five hundred eighty-five and nine-tenths (2585.9) feet, said corner being also the southwest corner of land of C. Telles, the northeast corner of land of F. Provencio, and the northwest corner of land of Felix S. Guedman; thence south 76°42' west two hundred fifty and fifty-four hundredths (250.54) feet to corner; thence north 3°04'30" east forty-five and five-tenths (45.5) feet; thence north 79°31'30" east one hundred ninety-seven and eighty-three hundredths (197.83) feet; thence to the right along a four hundred fifty-three and six-hundredths (453.06) foot radius curve forty-one and seven six tenths hundredths (41.61) feet, based on one hundred (100) foot chord lengths, to a point on the property line between land of the Grantor herein and C. Telles, the tangent of the curve at said point bearing north 84°47'51" east and the southwest corner of said section fifteen (15) bearing south 55°10' west twenty-five hundred ninety-eight (2598) feet; thence south 10°42'30" east thirty (30) feet along said property line to the point of beginning; said described tract of land containing twenty-one hundredths (0.21) acre, more or less;

TO HAVE AND TO HOLD all _____ right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said **the United States of America, its**

~~Grantor~~ assigns forever.
WITNESS _____ hand _____ this _____ day of _____ A. D. 19____

Witness at Request of Grantor:

Guedman

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~PROJECT~~ 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 ^{or} and supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawson, Project Manager,

~~Margaret G. Brazell, a widow,~~

United States Reclamation Service, thereunto duly authorized, ~~and subject to the approval of the proper~~

~~superior officer of the United States Reclamation Service,~~ and

Margaret G. Brazell, a widow,

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

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor shall~~

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

A tract of land approximately three miles northwest of the town of Ysleta, Texas, in the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of section fifteen (15), 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 southeast corner of the tract of land herein described, from which point the southwest corner of said section fifteen (15) bears south fifty-five (55) degrees forty-six (46) minutes twenty-five (25) seconds west two thousand five hundred eighty-five and nine-tenths (2585.9) feet, said corner being also the southwest corner of land of C. Telles, the northeast corner of land of F. Provencio, and the northwest corner of land of Felix S. Guediman; thence south seventy-six (76) degrees forty-two (42)

Correct as to Engineering Data

minutes west two hundred fifty and fifty-four hundredths (250.54) feet to corner; thence north three (3) degrees four (4) minutes thirty (30) seconds east forty-five and five-tenths (45.5) feet; thence north seventy-nine (79) degrees thirty-one (31) minutes thirty (30) seconds east one hundred ninety-seven and eighty-three hundredths (197.83) feet; thence to the right along a four hundred fifty-three and six-hundredths (453.06) foot radius curve forty-one and six-tenths (41.6) feet, based on one hundred (100) foot chord lengths, to a point on the property line between land of the ~~the~~ Vendor and C. Telles, the tangent of the curve at said point bearing north eighty-four (84) degrees forty-seven (47) minutes fifty-one (51) seconds east and the southwest corner of said section fifteen (15) bearing south fifty-five (55) degrees ten (10) minutes west twenty-five hundred ninety-eight (2598) feet; thence south ten (10) degrees forty-two (42) minutes thirty (30) seconds east thirty (30) feet along said property line to the point of beginning; said described tract of land containing twenty-one hundredths (0.21) acre, more or less.

3. The Vendor, on behalf of herself, her 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 forty-two dollars (\$42.00), 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 furnish before payment, satisfactory evidence that she 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 she may have in her 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 to 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 any 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 she 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. The ~~Contractor~~ **Vendor** expressly warrants that she has employed no third person to solicit or obtain this contract in ~~her~~ **her** 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 she 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 ~~her~~ **her** hereunder; and that she has not, in estimating the contract price demanded by ~~her~~ **her**, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to ~~her~~ **her** hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. ~~She~~ **She** 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~~ **Vendor** in the regular course of ~~her~~ **her** 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.

C-6024

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

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

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.

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 L M LAWSON

Project Manager U. S. R. S.

Margaret G. Brazell

Contractor.

* By _____

P.O. Address 514 N Stanton 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.

G-6024

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 Margaret G. Brazell, in the northeast quarter of the southwest quarter of section 15, township 31 south, range 6 east, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Margaret G. Brazell, dated March 5, 1921, --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

Assistant Engineer.

Certificate as to Title.

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

A tract of land containing 0.21 acre, more or less, in northeast quarter of the northwest quarter of section 15, township 31 south, range 6 east, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Margaret G. Brazell dated March 5, 1921:

That I have made personal examination of the tax, probate, and deed records of El Paso County, Texas, and find that the said Vendor, who is the reputed owner, is the actual owner; that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land; and that the said Vendor acquired the land of which this right of way is a part for a consideration paid out of her own funds since the death of her husband.

El Paso, Texas,
March 5, 1921.

C F HARVEY

Clerk.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

3/4/21

191 , with

Margaret G. Brazell
Mesa Grant

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.

Ysleta 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.

Mrs Margaret G. Brazell
514 N Stanton St El Paso
Widow no incubered with offspring

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 in possession

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

6-4803

Yes

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated March 5, 1921, with Margaret G. Brazell, 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, \$42.00, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,
March 5, 1921.

L M LAMSON

Project Manager.

CANAL Mesa Chain COUNTY El Paso

1. Mailing address of each party

Mrs Margaret G. Brazell 514 N Stanton St
City

2. Personal status of each party (married, single, widow, or widower):

Widow no offspring

3. List of improvements (state, as by itemized bill, how total consideration was fixed):

0.21 A at 200 - 42.00 Alfalfa
Wife's sep. purchased prop. since death of husband

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):
Acreage _____: assessed at \$ _____.

other available information _____.

7. Grantor will order title warranty.

Grantor agrees that Service may order title warranty 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.

None

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, March 5, 1921
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency, contract, dated March 5, 1921

With Margaret G. Brazell

Estimated amount involved, \$ 42.00

Authority No.

Accompanied by bond and
(Insert "Yes" or "No" bond)

copies.

or Clearing Acct.

6-Ga

Purpose: Purchase of improvements on 0.21 acre of land granted by stock-subscription contract for canal right of way. Land required is for El Paso Valley mesa drain. Amount of \$42.00 is for stand of alfalfa on land, and garden, valued at \$200 per acre, for 0.21 acre.

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:

Orig. and 4 copies contract.
" " 2 " certificate of possession.
" " 2 " certificate of recommendation.
" " 2 " certificate as to title.
" " 2 " f.l.t.
3 blueprints.

(Signature)

El Paso, Texas, March 5, 1921

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by C F Harvey

on March 5 1921

Asst District Counsel,

Inclosures as follows returned to Project Manager:

Orig. and 3 copies contract.
" " 1 copy certificate of recommendation.
" " 1 " possessory certificate.
" " 1 " certificate as to title.
" " 1 " f.l.t.
2 blueprints.

