

780

BRIGGS, M. A. et. ux. Ethel R.

WARRANTY DEED

131

MESA DRAIN

0023-0085-0018-00

19-(18) TEXAS

780

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

Know all men by these presents:

M. A. Briggs and Ethel R. Briggs, his wife,

of the County of El Paso, State of Texas, in consideration of the sum of (\$570.00)

Five hundred seventy and 00/100----- DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA,

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA

~~of the County of~~ ~~and~~ ~~at~~, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section nineteen (19), Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section twenty-nine (29), and Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section thirty (30), Township thirty-three South, Range eight East (T33S, R8E), Bureau of Reclamation Survey, being also within Tract seven (7) Block six (6) on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th 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 the point of intersection of the line between Tracts six and seven (6&7), Block six (6), of the said official resurvey of the Mainland San Elizario Grant and the southwest right-of-way line of the Mesa Drainage Canal, the property of the United States, and from which point a concrete post bears North fifty-five degrees forty-four minutes East (N55°44'E) one hundred twenty and two-tenths (120.2) feet; thence along the southwest right-of-way line of the Mesa Drainage Canal South thirty-seven degrees twelve minutes East (S37°12'E) eleven hundred forty-three and two-tenths (1143.2) feet, North eighteen degrees forty minutes East (N18°40'E) twenty-four and two-tenths (24.2) feet, South thirty-seven degrees twelve minutes East (S37°12'E) two thousand eight hundred seventy-two and seven-tenths (2872.7) feet to a point on the northwesterly right-of-way line, a county road; thence South fifty-three degrees thirty-eight minutes West

(S53°38'W) along northwesterly right-of-way line of said county road twenty-five and no tenths (25.0) feet to a point from which an iron pipe bears South fifty-three degrees thirty-eight minutes West (S53°38'W) one thousand three hundred fifteen and no tenths (1315.0) feet; thence North thirty-seven degrees twelve minutes West (N37°12'W) two thousand five hundred thirty-one and two-tenths (2531.2) feet; thence South fifty-two degrees forty-eight minutes West (S52°48'W) fifteen and no tenths (15.0) feet; thence North thirty-seven degrees twelve minutes West (N37°12'W) fourteen hundred seventy-one and eight-tenths (1471.8) feet to a point on the line between tracts six and seven (6&7), Block six (6), of said official resurvey of the Mainland San Elizario Grant; thence North fifty-five degrees forty-four minutes East (N55°44'E) along line between said tracts six and seven (6&7), Block six (6) twenty and no tenths (20.0) feet to the point of beginning, said tract containing two and twenty-eight one-hundredths (2.28) acres more or less, all as shown on Bureau of Reclamation survey plat attached to contract dated February 28, 1931, between the grantors and The United States of America, of record in the Deed Records of the County of El Paso, Texas, in Volume 546, Page 149.

Witnesses at Request of Grantor

Ethel R. Briggs

THE STATE OF TEXAS,
County of El Paso.

SINGLE ACKNOWLEDGMENT.

Before me Geo. W. Hoadley, a Notary Public

in and for El Paso County, Texas, on this day personally appeared
M. A. Briggs and Ethel R. Briggs, his wife

known to me to be the persons whose names are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of February A. D. 1932

Geo. W. Hoadley,

Notary Public in and for El Paso County,
Texas

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso.

Before me Geo. W. Hoadley, a Notary Public

in and for El Paso County, Texas, on this day personally appeared

Ethel R. Briggs, wife of M. A. Briggs

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined
by me privily and apart from her husband, and having the same by me fully explained to her, she, the said
Ethel R. Briggs acknowledged such instrument
to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration
therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 2nd day of February A. D. 1932

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas

CLERK'S CERTIFICATE.

THE STATE OF TEXAS,
County of El Paso.

I, W. D. Greet, Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 2nd
day of February A. D. 1932, with its certificate of authentication, was filed for record in my
office this 14th day of March, A. D. 1932, at 4:17 o'clock P. M.
and duly recorded the 16th day of March, A. D. 1932, at 11:10 o'clock A. M.
in the records of said County, in Volume 550 on Pages 345.

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day
and year last above written.

W. D. Greet

Clerk County Court, El Paso County, Texas.

By Iva Cochran, Deputy.

TO

Warranty Deed

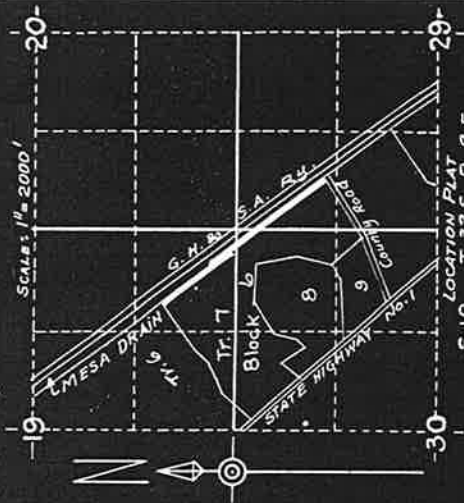
Filed for Record the

day of 19

at o'clock and minutes M.

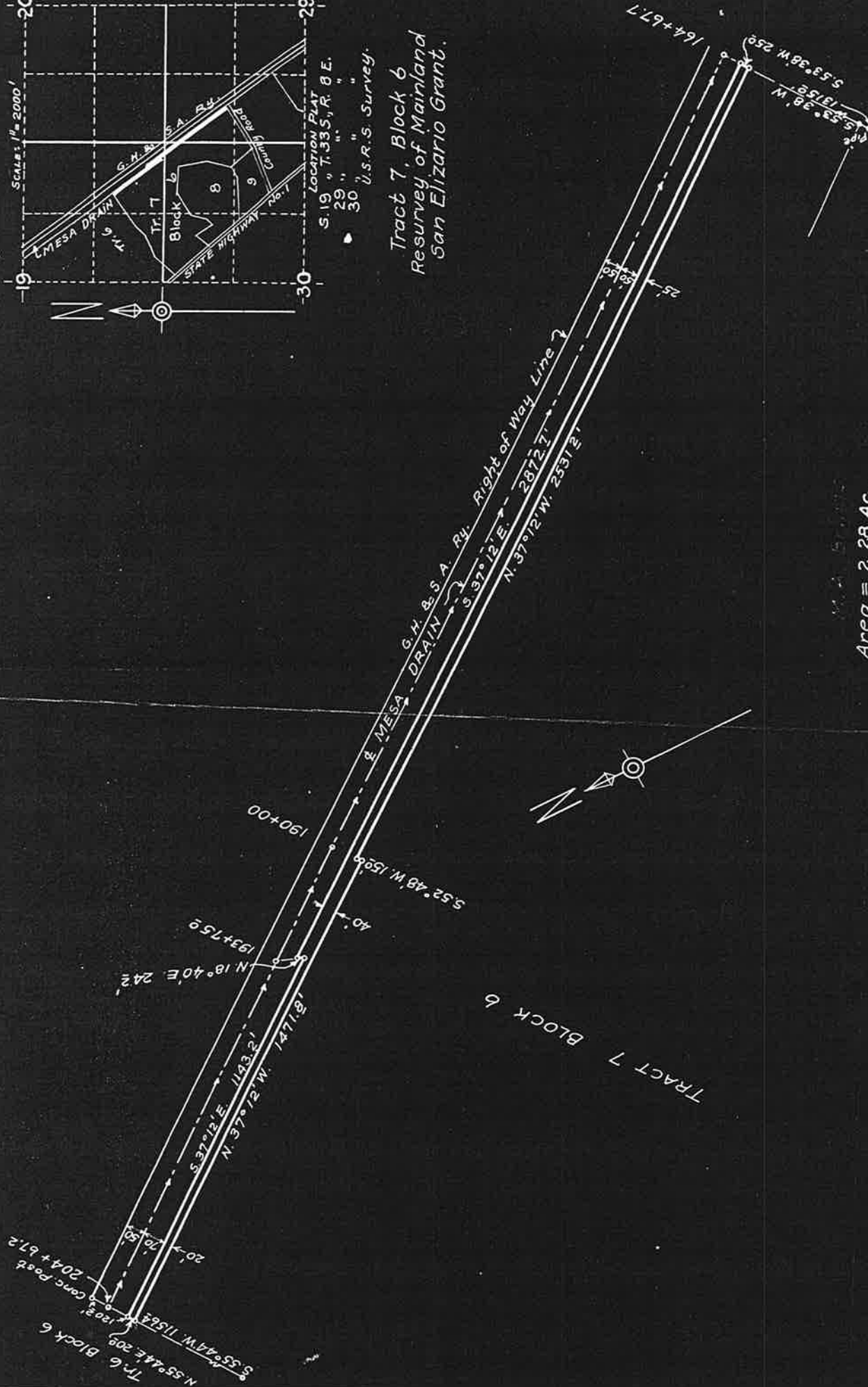
Clerk, County Court, El Paso County, Texas.

By, Deputy



S. 19 " 7.335, R. 8 E.
 29 " " "
 30 " " "
 U.S.R.S. Survey.

Tract 7, Block 6
 Resurvey of Mainland
 San Elizario Grant.



Area = 2.28 Ac.

SCALE 1" = 300'

DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-NEW MEXICO-TEXAS
MESA DRAIN
ADDITIONAL
 RIGHT OF WAY

FIELD WORK.....
 DRAWN.....
 CHECKED.....
 APPROVED.....

3511-1-48 EL PASO, TEX. 1-28-31

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Feb. 28, 1931
symbol and number 116r-507; made by M.A. and Ethel R. Briggs
amount involved, \$ 570.00; authority No. _____ or clearing account _____
purpose Purchase of land
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-
ent at El Paso, Texas, District Counsel at El Paso, Texas
and _____

Place El Paso, Texas Date March 3, 1931

1. On this date the above-described contract was executed (or) passed, and bond, if
any, approved (or) passed, by this office, and transmitted to district counsel for legal
approval.

L. R. Niock, Project Superintendent.

Inclosures:

Original and 3 copies of this form.
Original and 4 copies of contract.

Place El Paso, Texas Date March 5, 1931

2. On this date the above-described contract, with bond, if any, was given legal
approval by this office, and transmitted to the Rio Grande project office.

H. J. S. Devries, District Counsel.

Inclosures:

Original and 2 copies of this form.
Original and 4 copies of contract.

Denver, Colorado, Date _____

3. On this date the above-described contract was executed, and bond, if any,
approved by this office.

_____, Chief Engineer.

Denver, Colorado, Date _____

4. On this date the above-described contract, with bond, if any, was passed by this
office and transmitted to the Washington office.

_____, Chief Engineer.

Inclosures:

Original and _____ copies of this form.
Original and _____ copies of contract.

Washington, D. C., Date _____

5. On this date the above-described contract was executed, and bond, if any,
approved by _____

_____, Commissioner.

thirty-seven degrees twelve minutes East ($337^{\circ}12'E$) two thousand eight hundred seventy-two and seven-tenths (2872.7) feet to a point on the northwesterly right-of-way line, a county road; thence South fifty-three degrees thirty-eight minutes West ($353^{\circ}38'W$) along northwesterly right-of-way line of said county road twenty-five and no tenths (25.0) feet to a point from which an iron pipe bears South fifty-three degrees thirty-eight minutes West ($353^{\circ}38'W$) one thousand three hundred fifteen and no tenths (1315.0) feet; thence North thirty-seven degrees twelve minutes West ($337^{\circ}12'W$) two thousand five hundred thirty-one and two-tenths (2531.2) feet; thence South fifty-two degrees forty-eight minutes West ($352^{\circ}48'W$) fifteen and no tenths (15.0) feet; thence North thirty-seven degrees twelve minutes West ($337^{\circ}12'W$) fourteen hundred seventy-one and eight-tenths (1471.8) feet to a point on the line between tracts six and seven (6&7) Block six (6) of said official resurvey of the Mainland San Elizario Grant; thence North fifty-five degrees forty-four minutes East ($55^{\circ}44'E$) along line between said Tracts six and seven (6&7) Block six (6) twenty and no tenths (20.0) feet to the point of beginning, said tract of land containing two and twenty-eight one-hundredths (2.28) acres more or less, all as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Five hundred seventy no/100---

dollars

(\$ **570.00**), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until **March 15, 1931** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **March 15, 1931**; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of **twelve** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. 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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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

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., 1109).

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

THE UNITED STATES OF AMERICA,

Witnesses:

By L.R. Fieck 3/3/31
Superintendent, Bureau of Reclamation.

P. O. Address _____

M.A. Briggs

Vendor.

P. O. Address _____

Robert Edgar A. Briggs

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

P. O. Address Route No. 1
Glint, Texas

Approved: _____

(Date) _____, 193

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF El Paso

SS:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Geo. W. Hoadley

, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

M.A. Briggs and Ethel R. Briggs, his wife

who are personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Ethel R. Briggs

separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 26th day of February, 1931

[SEAL]

Geo. W. Hoadley

Notary Public in and for El Paso

My commission expires

6/1-1931

County, Texas

CERTIFICATE OF COUNTY RECORDER

STATE OF _____

COUNTY OF _____

SS:

I hereby certify that this instrument was filed for record at

my office at _____ o'clock _____ M., _____, 193

and is duly recorded in Vol. _____ of _____

Page No. _____

By _____

Fees, \$ _____

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas

COUNTY OF El Paso

SS:

(Execute only on Returns Office copy)

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

L. R. Flock

Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 3rd day of March, A. D. 1931

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-1931

U. S. GOVERNMENT PRINTING OFFICE: 1930

6-5068

48590
49597

Pioneer Abstract & Guarantee Title Company

ACTIVE OFFICERS

N. H. GILLOT, VICE PRES. AND MANAGER
PAUL J. HUCTION, TREASURER — GENE DONOHUE, SECRETARY
B. E. SCHWARZBACH, ASST. SECRETARY

208 NORTH STANTON ST.
EL PASO, TEXAS

ABSTRACTS — TITLE INSURANCE — ESCROWS

"A PERSONAL SERVICE"

January 4, 1931.

United States Department of Interior,
Bureau of Reclamation
Toltec Club Building,
El Paso, Texas.

Attention of Mr. H. J. S. Devries,
IN RE:- M. A. Briggs & Ethel Briggs
Gentlemen:-

Complying with your request of
March 5, 1931, we examined the title to
2.28 acres out of Tract No. 7, Block No.
6, Official Re-survey of the mainland,
San Elizario Grant, El Paso County, Texas,
and found the title thereto to be as stated
in our opinion of March 25, 1931,

We wonder if you can advise us at
about what date this purchase will be completed,
in order that we may mark our files accordingly.

Since this transaction has been
pending nearly a year we will appreciate any
information that you are in position to give us.

Very truly yours,

B. E. Schwarzbach
Ass't. Secretary.

BE/s

Pioneer Abstract & Guarantee Title Company

ACTIVE OFFICERS

N. H. GILLOT, VICE PRES. AND MANAGER
PAUL J. HUCHTON, TREASURER — GENE DONOHUE, SECRETARY
B. E. SCHWARZBACH, ASST. SECRETARY

ABSTRACTS — TITLE INSURANCE — ESCROWS

"A PERSONAL SERVICE"

208 NORTH STANTON ST.

EL PASO, TEXAS

January 16, 1932.

Bureau of Reclamation,
Department of Interior,
619 First National Bank Building,
El Paso, Texas.

ATTENTION: Mr. Devries, District Counsel

IN RE:- M. A. Briggs and Ethel Briggs,
(land purchase contract)

Gentlemen:-

We are in receipt of Tax Certificate covering the above mentioned land purchase contract and are pleased to advise that all taxes have been paid to and including the year 1930, leaving unpaid only the taxes for the year 1931 in the sum of \$324.61.

It is probable that we will have to get Briggs and wife to authorize you to make to payment to us in order that we may make remittance to Southland Life Insurance Company for the release of this portion of its security. Perhaps it you will require voucher be made to both Briggs and the Company which will of course be satisfactory, because Briggs can then endorse the Government Voucher and we in turn give him our check for the balance remaining after making payment to Southland Life.

Will you be kind enough to advise us in what manner to proceed in order that we may be ready to issue the policy upon receipt of the Deed.

We shall forward Release to Southland Life Insurance Company, Monday for execution and return to us.

Thanking you for your co-operation, we are,

Very truly yours,

B. E. Schwarzbach

El Paso, Texas.

March 6, 1931

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract between The United States and M. A. Briggs and Ethel R. Briggs, which kindly record, billing the Bureau of Reclamation with recording fee. The cloth plat is for your files.

Very truly yours,

H.H. Berryhill,
Chief Clerk.

Encl.

El Paso, Texas, March 5, 1931.

Pioneer Abstract & Guarantee Title Co.,
Two Republics Bldg.,
El Paso, Texas.

Gentlemen;

Will you kindly supply a guarantee of title certificate certifying that the fee simple unencumbered title is vested in the United States by warranty deed to be procured from M. A. and Ethel R. Briggs to a certain tract of land containing 2.28 acres, described in contract dated February 28, 1931, between the United States and the above named vendors, and being situated within Tract 7, Block 6, on plat of official resurvey of the Mainland San Elizario Grant, El Paso County, Texas.

Very truly yours,

H. J. S. Devries,
District Counsel.

P. S.: A copy of Bureau of Reclamation Survey plat is attached.

1167-507

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **28th** day of **February**, 19**31**, 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, hereinafter styled the United States, ~~and~~ represented by the contracting officer executing this contract

~~and~~ ~~the undersigned, M. A. Briggs, his wife, hereinafter styled Vendor,~~
and **M. A. Briggs**

and **Ethel R. Briggs**, his wife, hereinafter styled Vendor,

of **Olmito**, County of **El Paso**, State of **Texas**

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient **general warranty** deed, (General warranty, covenant against grantor, or quitclaim) convey to United States, free of lien or encumbrance, the following-described real estate which is

th **air** property, situated in the County of **El Paso**
(Homestead, community, separate)

State of **Texas**, to wit:

A tract of land lying and situate in the Mainland San Elisario Grant, El Paso County, Texas, and in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section nineteen (19), Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section twenty-nine (29), and Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section thirty (30), Township thirty-three South, Range eight East (T33S, R8E), Bureau of Reclamation Survey, being also within Tract seven (7) Block six (6) on plat of official resurvey of the Mainland San Elisario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th 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 the point of intersection of the line between Tracts six and seven (6&7) Block six (6) of the said official resurvey of the Mainland San Elisario Grant and the southwest right-of-way line of the Mesa Drainage Canal, the property of the United States, and from which point a concrete post bears North fifty-five degrees forty-four minutes East (N55°44'E) one hundred twenty and two-tenths (120.2) feet; thence along the southwest right-of-way line of the Mesa Drainage Canal South thirty-seven degrees twelve minutes East (S37°12'E) eleven hundred forty-three and two-tenths (1143.2) feet North eighteen degrees forty minutes East (N18°40'E) twenty-four and two-tenths (24.2) feet, South

¹Strike out clause regarding approval of supervisory officer if not applicable

Correct as to Engr. Data

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-287, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **February 25, 1931**, ~~xxx~~ with

H. A. Briggs and Ethel R. Briggs, his wife

1. State purpose for which the land is required.

To widen and deepen the El Paso Valley Moss Drain

2. State description and *approximate area* of land to be conveyed.

2.25 acres fully described in contract

3. 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 has been issued.

No public lands in Texas

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

H.A. Briggs - Route No. 1, Clint, Texas
Ethel R. Briggs, " " " "

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes

7. State how much of the land is under cultivation, to what kind 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 on the land, such as buildings; *also the amounts and values of the several classes of land.*

All cultivated land

8. 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.

Water rights in the Clint Ditch

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

\$250.00 to \$275.00 per acre

10. 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 reconstruction of the Mesa Drain will be of general benefit to the community

Dated **22 March 3rd, 1931**

(Signature) **Geo. V. Headley**

(Title) **Junior Engineer**

In Charge of Negotiations.

Approved:
L R Flock

Project Manager.

STATEMENT AND CERTIFICATE OF AWARD

No. 1161-507
(Contract)

Date 2/25-31, 19

Department of the Interior
(Department or establishment)

Bureau of Reclamation
(Bureau or office)

El Paso, Texas
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to _____ dealers.
(b) And by notices posted in public places.
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with Widening and deepening El Paso Valley Mesa Drain
5. Without advertising, it being impracticable to secure competition because of _____

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

I. R. Flock

Superintendent

(Signature of contracting officer)

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix value of 2.28 acres of land to be purchased by the United States from M. A. and Ethel R. Briggs, for right of way for the El Paso Valley Mesa Drain of the Rio Grande Federal Irrigation Project, described in land purchase contract dated February 28, 1931, find that the fair and reasonable value of said land is the sum of \$570.00.

The 2.28 acres out of a tract of land containing 136.51 acres are all subject to construction charges. The total tract being assessed at \$10,240.00, which is the flat rate of \$75.00 per acre, which is the rate of all agricultural land between Ysleta and the county border.

X. E. Ivey

Representing El Paso Water
Improvement District No. 1.

Geo. W. Hoadley

Representing Bureau of Reclamation

DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION
RECEIVED
JAN 12 1932

EL PASO - TEXAS

M. A. Briggs

619 First National Bank Bldg.,
El Paso, Texas,

January 11, 1932.

The Pioneer Abstract & Guarantee Title Co.,
208 N. Stanton St.,
El Paso, Texas.

In re: M. A. Briggs & Ethel Briggs,
Your File 8234.

Gentlemen:

Acknowledging Mr. Schwartzbach's letter of January 4, 1932, requesting advice as to about what date this purchase will be complete in order that you might mark your files accordingly, I beg to advise you that this office is in receipt of a letter from Mr. Schwartzbach dated March 25, 1931, to the effect that tax certificate had not yet been received, but that your company would report later if any taxes were due, and that a vendor's lien existed on the land in favor of Southland Life Insurance Company, which letter states "but we have arranged with said Southland Life Insurance Company to release the property being conveyed to the Government."

From the foregoing you will see that we have been awaiting advice from you as to taxes due, if any, and your instructions that you are ready for a deed to the property. As soon as we have these, we shall be glad to procure the execution of an appropriate deed and deliver the same to you.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 28, 1931, between The United States of America, and M. A. Briggs and Ethel R. Briggs, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 3rd day of March, 1931.

Junior Engineer.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in the attached land purchase contract dated February 28, 1931, between The United States of America and M. A. Briggs and Ethel R. Briggs, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the El Paso Valley Mesa Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$570.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 3rd day of March, 1931.

J. R. Flock
Superintendent

619 First National Bank Bldg.,
El Paso, Texas,

March 17, 1932.

From: District Counsel
To: Superintendent, El Paso, Texas.
Subject: Acquisition of Land - Opinion of Title of Land described in contract dated February 28, 1931, with M. A. Briggs and wife, Ethel Briggs; Area, 2.28 acres; Consideration, \$570.00; for widening El Paso Valley Mesa Drain - Rio Grande Project.

1. Satisfactory title to the real property described in the above-mentioned land purchase contract is found to be vested in the United States free and clear of liens and encumbrances, as shown by recorded warranty deed dated February 2, 1932, from M. A. Briggs and Ethel Briggs, his wife, to the United States and by certificate of guarantee of title No. F 510 dated March 14, 1932, of the New York Title & Mortgage Co. of Texas issued through Pioneer Abstract & Guarantee Title Co., El Paso, Texas, their No. 8234.

2. All taxes up to and including the year 1931 have been paid as evidenced by the title certificate, and as tax rolls for 1932 have not yet been made up, the taxes for that year may be disregarded.

3. The consideration of \$570.00 named in the contract may accordingly be paid to the contractors, M. A. Briggs and Ethel Briggs, as provided in contract dated February 28, 1931, there being no deductions, and the check drawn in their favor should be mailed to them in care of Pioneer Abstract & Guarantee Title Company, Bassett Tower, El Paso, Texas.

4. The original and two copies of the recorded deed and certificate of guarantee of title are transmitted herewith; the original contract, being symbol No. 116r-507, has already gone forward.

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H. J. S. Devries.

cc - Commissioner,
C. E., Denver

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

IN REPLY PLEASE REFER TO

NO. 8234

EXAMINER BES:MF.

March 25, 1931,

TO United States of America,

El Paso, Texas, (att: Mr. H. J. S. Devries)

IN RE: purchase from Briggs.

PROPERTY: 2.28 acres out of Tract 7, Block 6, official re-survey of San Elizario Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None,

RECORD TITLE IN: M. A. BRIGGS, and ETHEL BRIGGS,

SUBJECT TO:

TAXES: Tax Certificate has not yet been received, but we will report later if any taxes are due.

PAVING: None,

A Vendor's Lien and Deed of Trust securing \$16,000.00 held by Southland Life Insurance Company of Dallas, Texas, but we have arranged with said Southland Life Insurance Company to release the property being conveyed to the Government.

The property is fully described in contract between U. S. A. and M. A. Briggs, and wife, Ethel Briggs, dated February 28, 1931, of record in the office of the County Clerk of El Paso County, Texas.

Very truly yours,

B. E. Schunzbach
A. Secy.

BES:MF.

4/7/31
Set up
to 8 dees

615 - 1st National Bank Bldg.,
El Paso, Texas,
April 7, 1931.

MEMORANDUM to Mr. Geo. W. Hoadley
(District Counsel)

Subject: Land Purchase - M. A. Briggs and Ethel Briggs.

1. We are advised as follows by preliminary opinion of March 25, 1931, from the Pioneer Abstract & Guarantee Title Co.:

"Tax Certificate has not yet been received, but we will report later if any taxes are due.

"Paving, None,

"A Vendor's Lien and Deed of Trust securing \$16,000.00 held by Southland Life Insurance Company of Dallas, Texas, but we have arranged with said Southland Life Insurance Company to release the property being conveyed to the Government.

"The property is fully described in contract between U. S. A. and M. A. Briggs, and wife, Ethel Briggs, dated February 28, 1931, of record in the office of the County Clerk of El Paso County, Texas."

2. From the foregoing it appears we might well provide the title company with executed deed so that the company may proceed with the certificate.

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H. J. S. Devries