

780

CELLIUM, GEORGE et. ux. Lottie

PURCHASE OF IMPROVEMENT CONTRACT

131

MESA DRAIN

0023-0083-0017-00

17-(19) TEXAS

U.S.A. to construct, vendor to ~~maintain~~ maintain flum at Station 365/86

780

Recorded 1/19-22  
Seed Book 384 - p. 598

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 NEW MEXICO - TEXAS.

THIS AGREEMENT, made the 10th day of January, nineteen hundred  
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and  
acts amendatory thereof ~~and~~ 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~~ George Celum and Lottie  
Celum, husband and wife,

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

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~

2. For and in consideration of the payments to be made by the  
United States as hereinafter provided, and of the covenants herein  
contained, the Vendor does hereby sell, assign, transfer, and set  
over to the United States free and clear of any lien or encum-  
brance, all buildings, fences, ditches, seedings, growing crops,  
trees, and shrubbery, and any and all other improvements of whatso-  
ever kind or nature, upon, attached to, or growing upon that cer-  
tain 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-quarter mile east of the  
town of Clint, Texas, in the northwest quarter of the southwest  
quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of section one (1), township thirty-three (33)  
south, range seven (7) east, United States Reclamation Service  
survey, being also in the San Elizario grant and more particular-  
ly described as follows:

Beginning at the northeast corner of the tract of land here-  
in described, which is a point on the property line between the land  
of the Vendor and Mrs. L. L. Bowen, from which point the northwest  
corner of said section one (1) bears north five (5) degrees forty  
(40) minutes twenty-seven (27) seconds west two thousand nine  
hundred thirty-seven and five-tenths (2937.5) feet; thence south  
twenty-seven (27) degrees twenty-five (25) minutes east three

Correct as to Engineering Data

hundred twenty-three and six-tenths (323.6) feet; thence south thirty-one (31) degrees five (5) minutes east one hundred eleven and one-tenths (111.1) feet to a point on the property line between the Vendor and John Celum, from which last named point the northwest corner of said section one (1) bears north eight (8) degrees thirty-two (32) minutes fifty (50) seconds west three thousand three hundred forty-two and six-tenths (3342.6) feet; thence along said last named property line south eighty-one (81) degrees thirty-nine (39) minutes west one hundred thirty and one-tenth (130.1) feet; thence north thirty-one (31) degrees five (5) minutes west sixty-four and seven-tenths (64.7) feet; thence north twenty-seven (27) degrees twenty-five (25) minutes west three hundred fifty-one and one-tenth (351.1) feet; thence north seventy-three (73) degrees forty-four (44) minutes east one hundred twenty-two and three-tenths (122.3) feet to the point of beginning; said tract of land containing one and seventeen-hundredths (1.17) acres, more or less.

3. The Vendors, on behalf of themselves, their heirs and assigns, release and acquit and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service. And 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 to be constructed at or near Station three hundred and sixty-five (365) plus eighty-six (86.0) of El Paso Valley mesa drain of the United States Reclamation Service, 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 Vendors, their heirs or assigns, will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.

4. In consideration whereof, the United States agrees to pay to the Vendors the sum of one hundred forty-six dollars and twenty-five cents (\$146.25), 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 Vendors hereby ratify and confirm the grant to the United States of the right of way across the lands herein referred to, in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendors will furnish before payment, satisfactory evidence that they are the owners 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 ab-

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 State of Texas, County of  
El Paso:

THE UNITED STATES OF AMERICA,

Before me, Geo. W. Hoadley, a  
notary public, on this day per-  
sonally appeared George Celum,  
known to me to be the person whose  
name is subscribed to the foregoing  
instrument, and acknowledged to me  
that he executed the same for the  
purposes and consideration therein  
expressed.

By L M LAWSON  
Project Manager U. S. R. S.

GEORGE CELUM  
Contractor.

Given under my hand and seal of of-  
fice, this 10th day of Janu-  
ary, A. D. 1922.

\* LOTTIE CELUM

My com. exp. GEO W HOADLEY

June 1, 1923. Notary Public in and  
for El Paso County,  
Texas.

P.O. Address Clint, Texas.

(SEAL)

† 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.

6-8024

The State of Texas,  
County of El Paso:

Before me, Geo. W. Hoadley, notary public, in and for El Paso County, Texas, on this day personally appeared Lottie Celum, wife of George Celum, 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 Lottie Celum, 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 10<sup>th</sup> day of January, A. D. 1922.

(SEAL)

Geo. W. Hoadley

Notary Public in and for

El Paso County, Texas

384/578

Filed for record Jan 19 1922 1:40 o'clock P.M.  
W. D. Greet by B. Edwards Deputy

Contract and Agreement George Celum Lottie Celum to  
U. S. of America

45622 Compared Indexed

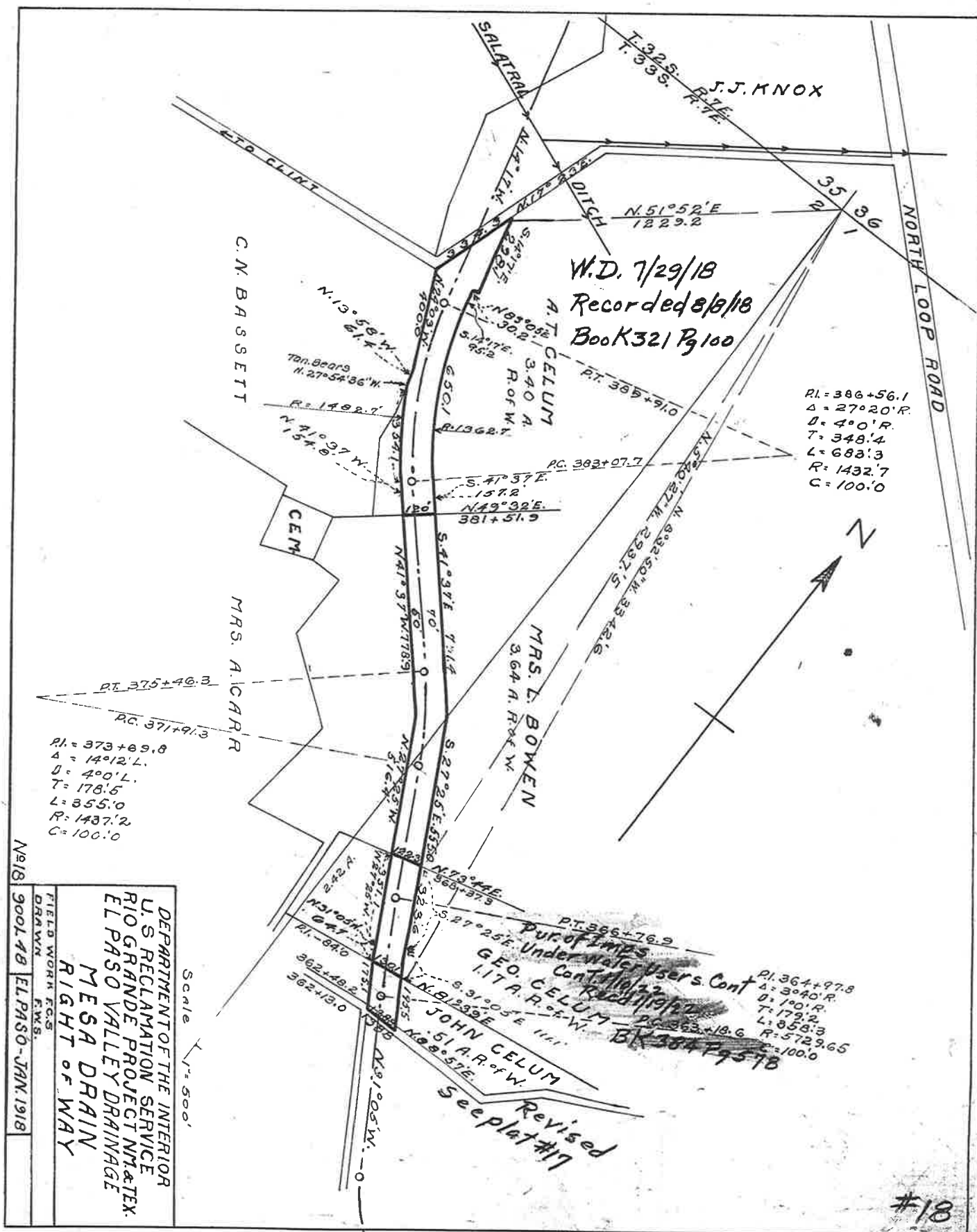
W. D. GREET County Clerk by Florence C. Hook  
Deputy.

The State of Texas, County of El Paso.  
I, W. D. Greet, County Clerk in and for said County,  
do hereby certify that the foregoing instrument of writing  
with its certificate of authentication, was filed for reo-  
ord in my office, on the 19th day of Jan, A. D. 1922, at  
1:40 o'clock P.M., and duly recorded the 23rd day of Jan  
A. D. 1922, at 8:50 A.M. In the Deed Records of said County,  
in Volume 284 on page 578.  
Witness my hand and seal of the S County Court, at  
office in El Paso, Texas, the day and year last above  
written.

Certificate of Record.

(C O P Y)





Project Manager

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas Feb 9 1922

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated JAN 10 1922

With George Celum et ux.

Estimated amount involved, \$ 146.25

Accompanied by bond and copies.

(Insert "Yes" or "No" bond)

No bond.

Authority No. or Clearing Acct.

6-6a

Purpose: Payment for improvements on 1.17 acres of land taken under stock-subscription contract grant. Improvements consist of stand of alfalfa and crop of alfalfa on 1.17 acres, valued at \$125 per acre - \$146.25. The cost of the flume to be constructed is approximately \$250.00.

Advise Project Manager at El Paso Texas

(Post-office address)

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

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

Inclosures as follows:

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

Delay in forwarding to Returns Office within thirty-day period due to necessity of awaiting return from County Records. Certificate to this effect attached to Returns copy of the contract.

L M LAWSON

(Signature)

El Paso Texas Feb 9 1922

(Place)

(Date)

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

on Feb 9 1922

Asst District Counsel,

Inclosures as follows returned to Project Manager:

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

RECEIVED:

THIS IS TO CERTIFY That delay in forwarding copy  
of contract with Geo. Celum et ux. dated Jan. 10, 1922,  
was due to necessity for recordation of this instrument  
in the county records. Same could not be returned in  
less time owing to pressure of work in county clerk's  
office.

El Paso, Texas,  
Feb. 9, 1922.

L M LAWSON

Project Manager.

*orig. of this certificate  
attached to Return Copy.*



Clint Teyan.  
Feb 7-1922.

W.S.R.S.

El Paso Tex

Dear Sir

on the Eight of Jan. 1922.

I signed and delivered to your  
office a contract for Right of way  
through my place for Mesquite  
to date I have not heard from same.  
What is the delay. would like to  
hear from you.

Yours Respect

Geo. C. Elum.

Clint Tey

Box 76.

El Paso, Texas, January 19, 1922.

County Clerk for El Paso,

El Paso, Texas,

Dear Sir:

Transmitted herewith for official record is contract dated January 10, 1922, between the United States and George Celum et ux.

Very truly yours,

P W DENT

District Counsel.

incl.

POSSESSORY CERTIFICATE.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired from Geo. Celum et ux. by the United States, in NW $\frac{1}{4}$ SW $\frac{1}{4}$  sec. 1, T. 33 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Rio Grande Project,  
El Paso, Texas,  
Jan. 10, 1922.

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GEO. W. HOADLEY

Assistant Engineer.

CERTIFICATE AS TO TITLE.

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

A tract of land containing 1.17 acres, more or less, in the northwest quarter of the southwest quarter of sec. 1, T. 33 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, more particularly described in contract dated Jan. 10, 1922, with Geo. Celum et ux.:

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

El Paso, Texas,  
January 10, 1922.

C F HARVEY

Clerk.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated January 10, 1922, with Geo. Celum et ux. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the mesa drain, a part of Rio Grande project; that the consideration to be paid thereunder, \$146.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,  
Jan. 10, 1922.

L W LAYSON

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Project Manager.

F. E. HUNTER  
ATTORNEY AT LAW  
201-3 CITY NATIONAL BANK BLDG.  
EL PASO, TEXAS

January 16, 1918.

United States Reclamation Service,

El Paso, Texas.

Gentlemen:

In the matter of damages to the property of George Celum, near Clint, Texas, by reason of the drainage ditch going through his farm, he has consulted me and does not desire to do anything that will in any way interfere with your work, nor the success of the drainage ditch, but the location of the ditch crosses his property not only takes up over an acre of ground, but it cuts off and materially reduces the value of about three acres of his land, and he therefore asks that he be recompensed for the damage that will be done by the ditch, in the sum of \$150.00 per acre for such land as is taken by the ditch, and \$50.00 per acre for the damage to the land on the west side of the proposed ditch.

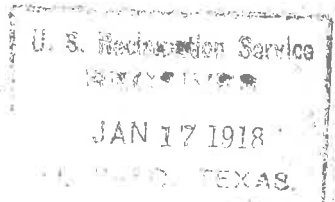
I understand from him that he had had a talk with your representative and you have not been able to agree upon the amount of damage, and in the interest of harmony, and that justice may be done on both sides, I as his representative, make this suggestion: That you appoint one appraiser, and he appoint another, and the two thus appointed designate a third, and those three view the land, and hear the statement of parties not only of Mr. Celum, but of any other witness he may produce, as to their opinion of the value of the damage and let the decision of any two of them be the decision that would be binding upon Mr. Celum and you in regard to such damage.

My acquaintance with Mr. Celum has covered a good many years and I have always found him to be a man upright in his dealings and fair in all of his transactions and I do not anticipate there will be any difficulties in arriving at a satisfactory conclusion.

I would be pleased to hear from you on this subject at your earliest convenience, and trust that the above suggestion will meet with your approval.

Yours very truly,

*F. E. Hunter*





1218 Mills Building,

El Paso, Texas, Jan. 16, 1918.

Mr. George Celum,  
Clint, Texas.

Dear Sir:

The tract of land required by the United States for the El Paso Valley Mesa Drain, amounting to one and seventeen-hundredths acres, has been appraised, and the United States will allow you for same at the rate of one hundred and twenty-five dollars the acre, the price agreed upon by the Board of Appraisors, composed of a representative of the Reclamation Service and of the Water Users Association.

Please sign and have acknowledged the enclosed Agreement to Sell, and oblige.

Yours very truly,

L. E. Lawson

Project Manager.

Enc.

El Paso, Texas, January 6, 1921.

Mr. George Celum,  
Clint, Texas.

Dear Mr. Celum:

Inclosed is a contract with consideration of \$146.25 in payment of improvements on your land taken for mesa drain right of way. This is the same amount as that stated in the former contract which you signed, and the new contract is so arranged that it will be possible to make payment upon recordation of the instrument and without awaiting for an abstract of title and making examination of it. Kindly sign just as the names appear in the agreement, and return to my office. Mr. Hoadley will take your acknowledgements, as he knows your signatures. It will, of course, be necessary for Mrs. Celum to sign with you.

Thanking you for your favors in this connection,  
I am,

Very truly yours,

incl.

P W DENT

District Counsel.