

180

McCRUMEN L. M.

PURCHASE OF IMPROVEMENTS (131) MESA DRAIN

0023-0077-0036-00

11-(36) TEXAS

180

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project **El Paso, Texas, August 16, 1922.**
(Place) (Date)

Project Manager to District Counsel.

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

With **L. M. McCrummen**

Estimated amount involved, **\$345.00**
Accompanied by bond and copies.
(Insert "Yes" or "No" bond) **No bond**

Authority No. **6-Ga**
or Clearing Acct.

Purpose: **Purchase of improvements on 3.45 acres of land granted for canal purposes by stock-subscription contract with water users' association. Land required for El Paso Valley Mesa Drain. Amount of \$345.00 is for above acreage at \$100.00 per 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:

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

Am Larson
Project Manager
(Signature)

El Paso, Texas
(Place)

AUG 16 1922
(Date)

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

on **AUG 10 1922**

E. W. Dent

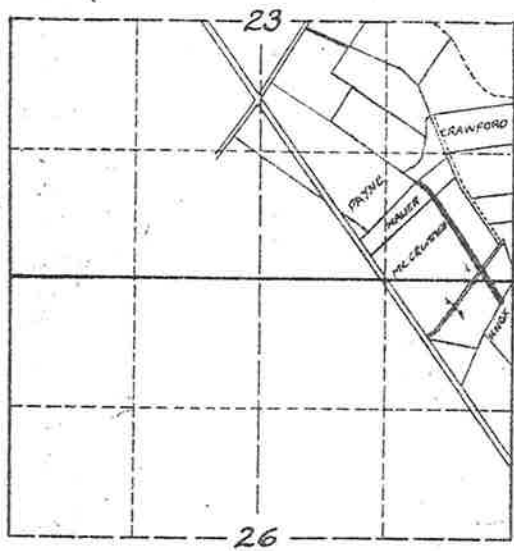
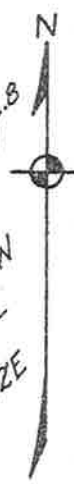
District Counsel,

Inclosures as follows returned to Project Manager:

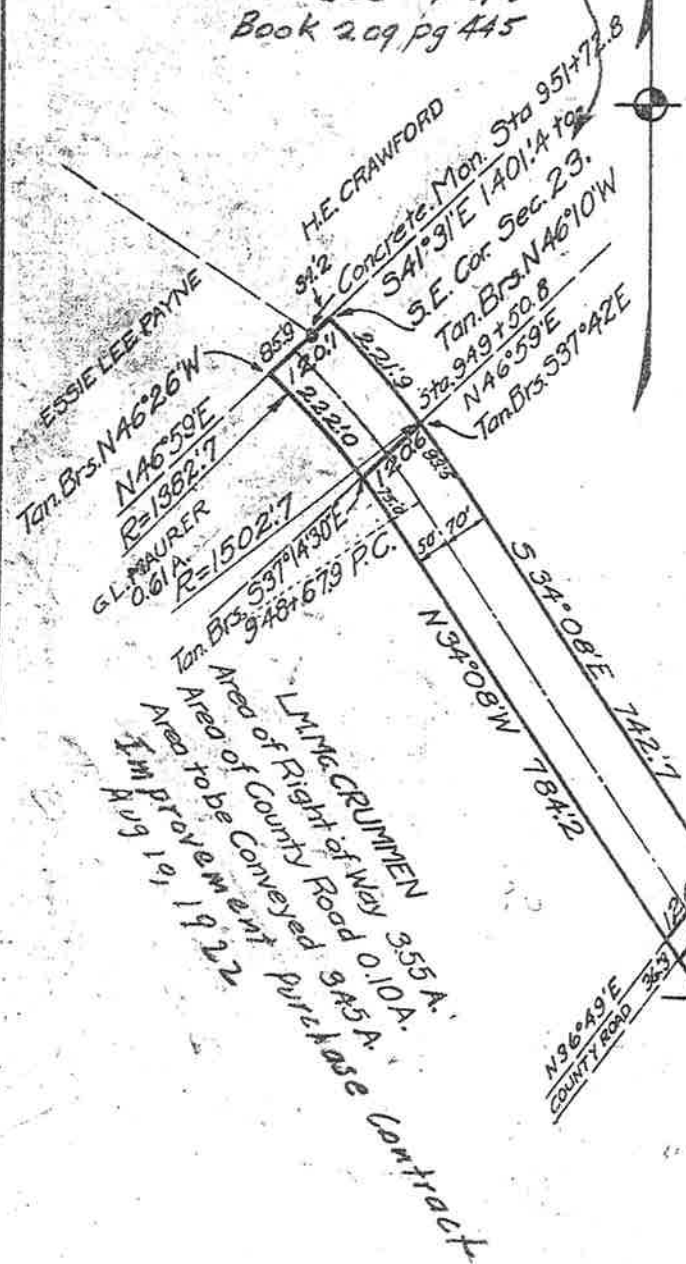
6-6363

(same as above)

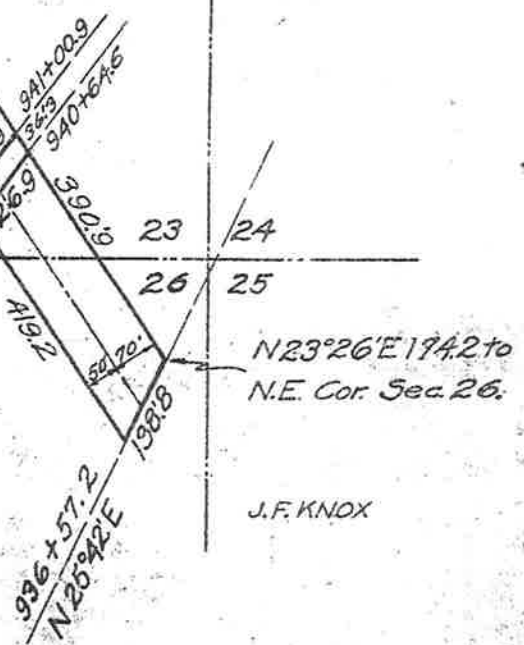
Q.C.D. 10/6/19
 Recorded 10/18/19
 Book 209 pg 445



LOCATION PLAT
 SEC. 23 & 26, T31S R6E, USRS
 SURVEY, YSLETA GRANT,
 EL PASO COUNTY, TEXAS.

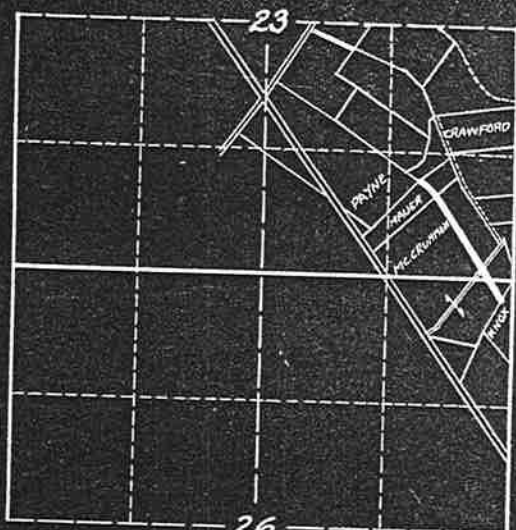
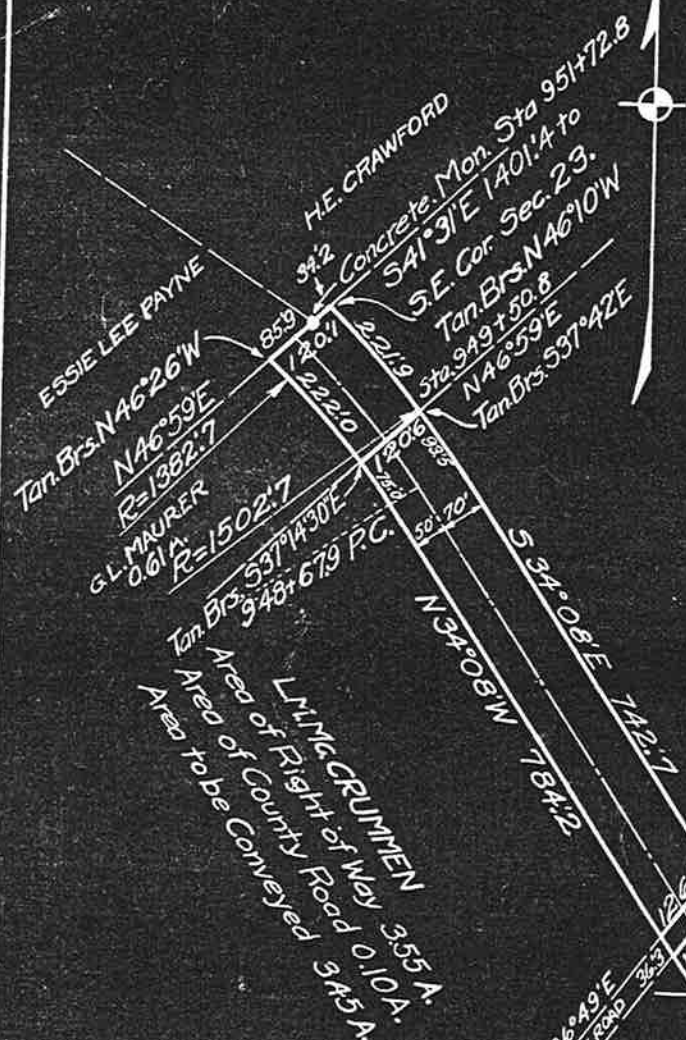


Note:
 Curve lengths based
 on 100' chord lengths.



Scale 1"=300'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT-N.M.-TEX. EL PASO VALLEY DRAINAGE MESA DRAIN RIGHT OF WAY	
FIELD WORK F.C.S.	CHECKED A.O.D.
DRAWN R.A.D.	RECOMMENDED
36	900L49 EL PASO, TEX., MAR. '19



LOCATION PLAT
SEC. 23 & 26, T31S R6E, USRS
SURVEY, YSLETA GRANT,
EL PASO COUNTY, TEXAS.

N23°26'E 174.2 to
N.E. Cor. Sec. 26.

J.F. KNOX

Note:
Curve lengths based
on 100' chord lengths.

Scale 1"=300'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT-N.M.-TEX.
EL PASO VALLEY DRAINAGE
MESA DRAIN RIGHT OF WAY
FIELD WORK F.C.S. CHECKED A.O.D.
DRAWN R.A.D. RECOMMENDED
36 900L49 EL PASO, TEX., MAR. '19

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated August 10, 1922, with L. M. McCrummen, 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 Project; that the consideration to be paid thereunder, \$345.00, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

L. M. Lawson
Project Manager.

El Paso, Texas,
August 10, 1922.

POSSESSORY CERTIFICATE

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 L. M. McCrummen in the Southeast quarter of the Southeast quarter of Section 23 and the Northeast quarter of the Northeast quarter of Section 26, 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
Assistant Engineer

El Paso, Texas,
August 10, 1922.

CERTIFICATE AS TO TITLE

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

A tract of land containing 3.45 acres, more or less, in the Southeast quarter of the Southeast quarter, Section 23 and the Northeast quarter of the Northeast quarter, Section 26, Township 31 South, Range 6 East, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with L. M. McCrummen dated August 10, 1922;

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;

That the said land is not homestead property.

J. H. Hamilton

Clerk

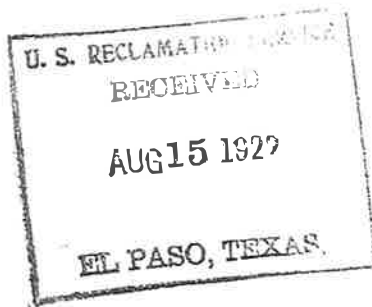
El Paso, Texas, August 15, 1922.

LOOMIS & KIRKLAND

ATTORNEYS AT LAW

501-2-3 CAPLES BUILDING

EL PASO, TEXAS



August 14, 1922.

United States Reclamation Service,
Toltec Building,
El Paso, Texas.

Attention of Mr. Hoagley.

Gentlemen:

I herewith hand you contract of Mr. L. M. McCrummen covering 3.45 acres of land occupied by the drainage ditch which was constructed through Mr. McCrummen's land. I trust the same will be handled in such a way that the money will be ready for distribution at an early date.

In this connection, I wish to call your attention to the fact that the remittance should be sent to the writer for delivery to Mr. McCrummen, and we will appreciate you making a note of this on your record. We will have Mr. McCrummen execute a deed if you desire same.

Yours very truly,

Chas R Loomis

CRL:BMG
encl.

111 - 503
118 CHAS. R. LOOMIS

3 years from Nov 7/17
City Property
LOOMIS & KIRKLAND

C. H. KIRKLAND

5 years from Nov 7/17
Sandy Spring
Hoadley

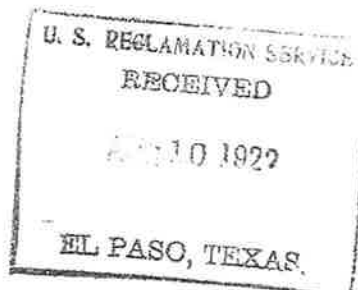
14 Island
15
16
17
25

ATTORNEYS AT LAW
501-2-3 CAPLES BUILDING
EL PASO, TEXAS

August 9th, 1922.

United States Reclamation Service,
Toltec Building,
El Paso, Texas.

Attention- Mr. Hoadley.



In Re:- L. H. McCrummin right of way.

Gentlemen:-

Referring to the matter of the right of way of the drainage ditch through the land of L. H. McCrummin, wish to advise that Mr. McCrummin sold a part of this land; the 15 acre tract, to one, J. S. Crane, the deed to Crane is now of record in Book 387, Page 486 of the Deed Records in the office of the County Clerk; the other two small tracts were sold to one, J. W. Muller, recorded in Book 366, Page 287, who in turn deeded same to L. T. Jagers, and this deed is also of record in Book 371, Page 364 of the Deed Records in the office of the County Clerk.

We trust that this will enable you to check up your records so that the right of way may be disposed of at once.

Mr. McCrummin, although he has at last consented to accept the same price that others got in the same vicinity, namely, \$100.00 per acre, is still of the opinion the price is low, because land in that vicinity is selling for a good figure at this time.

The acreage occupied by the canal is 3.365 and wish you would kindly arrange to have check issued for \$336.50; would like to have the same issued at an early date as possible.

Yours truly,

LOOMIS & KIRKLAND.

By *Charles Loomis*

CRL-G

CHAS. R. LOOMIS

J. C. H. KIRKLAND

LOOMIS & KIRKLAND

ATTORNEYS AT LAW

501-2-3 CAPLES BUILDING

EL PASO, TEXAS

July 10th, 1922.

*Handley
What about this claim?*

Mr. Roland Harwell,
El Paso, Texas.
Toltec Bldg.

Dear Sir:-

You will recall the claim of L. H. McCrumme^{ins} for about three acres of land which was taken by the drain ditch near the north loop road in Ysleta.

This matter was brought up by me several times; Mr. McCrumme asking \$200.00 per A., later asking \$150.00, however this matter was passed upon by the Board, who agreed to pay him \$100.00 per A., which was the price paid for other lands in that vicinity.

At the time of this award, Mr. McCrumme was not satisfied, however he has now consented to accept the award of \$100.00 per A. and wish you would take this matter up at your earliest convenience.

I have spoken to the Reclamation Right of Way man about this matter.

Thanking you for your attention to this matter, so that the same may be closed up, I remain,

Yours truly,

LOOMIS & KIRKLAND

BY *Chas. R. Loomis*

CRL-F

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT New Mexico-Texas

THIS AGREEMENT, made August 10, nineteen hundred and twenty-two, 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,

United States Reclamation Service, thereunto duly authorized, ~~and subject to the approval of the proper~~
~~superior officer of the United States Reclamation Service, and~~ L. M. McCrummen

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

WITNESSETH: The parties covenant and agree that—

~~1. 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 incumbrance, 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 in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section twenty-three (23) and the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section twenty-six (26) Township thirty-one (31) South, Range six (6) East, United States Reclamation Service survey, and being also located in the Ysleta Grant, and more particularly described as follows: Beginning at a point on the property line between land of the Vendor and J. F. Knox, and from which point the Northeast corner of said Section twenty-six (26) bears North twenty-three (23) degrees twenty-six (26) minutes East one hundred seventy-four and two-tenths (174.2) feet; thence along said property line South twenty-five (25) degrees forty-two (42) minutes West one hundred thirty-eight and eight-tenths (138.8)

Correct as to Engineering Data

feet; thence North thirty-four (34) degrees eight (08) minutes West at four hundred nineteen and two-tenths (419.2) feet the Southeast boundary of right of way of the county road, at four hundred fifty-five and five-tenths (455.5) feet the Northwest boundary of right of way of said county road, and at one thousand two hundred thirty-nine and seven-tenths (1239.7) feet the point of curvature of a one thousand three hundred eighty-two and seven-tenths (1382.7) foot radius curve; thence to the left along said curve, tangent to the last course, a distance of seventy-five (75.0) feet, based on 100-foot chord lengths, to a point on the property line between land of the Vendor and G. L. Mauer, and at which point the tangent to said curve bears North thirty-seven (37) degrees fourteen (14) minutes thirty (30) seconds West; thence along said property line North forty-six (46) degrees fifty-nine (59) minutes East one hundred twenty and six-tenths (120.6) feet to a point on a one thousand five hundred two and seven-tenths (1502.7) foot radius curve and at which point the tangent to said curve bears South thirty-seven (37) degrees forty-two (42) minutes East; thence Southeasterly and to the right along said curve a distance of ninety-three and five-tenths (93.5) feet, based on 100-foot chord lengths; thence South thirty-four (34) degrees eight (08) minutes East at seven hundred forty-two and seven-tenths (742.7) feet the Northwest boundary of right of way of said county road, at seven hundred seventy-nine (779.0) feet the Southeast boundary of said county road and at one thousand one hundred sixty-nine and nine-tenths (1169.9) feet the point of beginning; said tract of land containing three and fifty-five hundredths (3.55) acres, more or less, ten-hundredths (0.10) acre of which is occupied by right of way of county road; the remainder, or three and forty-five hundredths (3.45) acres being the land on which are located the improvements covered by this contract. The above described land is not homestead property.

3. The Vendor, on behalf of himself, his heirs and assigns, releases, 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 the Vendor the sum of Three Hundred and Forty-five (\$345.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things 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 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 incumbrance, 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, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances 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 incumbrance 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 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 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.

Agreed.

and shall not receive or compensation other than as herein provided
shall of long, together with the independence thereof, although
he will immediately agree and settle all the possession of such
warrior officials; and the Vendor agrees that hereafter no further
action shall be taken with the said parties as the broker here-
to receive such parties of long for gift or other business, in
order the said parties, unless before hereafter it becomes necessary
some other provision shall be made for the said parties, and the
independence shall be secured and so the said parties shall be re-
served possession of the said or benefit of long upon which such
the said parties shall be secured to benefit the Vendor so

10. The ~~Vendor~~ 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 ~~contractor~~ ^{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.

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

~~11. 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.

L. M. McCrummen
Vendor ~~Contractor~~

* By _____

P. O. Address El Paso, Texas.

care Chas. R. Loomis,
501 Caples Building

† 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.

6-6024

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with _____ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19____ My commission expires _____

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

INSTRUCTIONS

1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.

2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)

3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.

4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.

5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.

6. A contract with a firm should describe the Contractor in the preamble as: "_____ and _____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."

7. A contract with a corporation should describe the Contractor in the preamble as: "_____, a corporation duly organized under the laws of the State (or Territory) of _____." The signature should be in the following form: "_____ by _____" (giving official designation), and the corporate seal should be affixed.

8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.

9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.