

THA ERINE

APRIL 1924

PURCHASE OF IMPROVEMENTS

180  
BRONSON, KATHERINE (fs)  
BRONSON  
PURCHASE OF IMPROVEMENTS  
PLAYA DRAIN  
164

0023-0015-00  
APRIL 1924  
6-(15) Texas

780

Whereas, on the 27th day of June 1922, Katherine Brownson, feme sole,  
of El Paso, Texas, did execute acknowledge, and deliver to J. M. Pollard,  
Trustee for the First Mortgage Company, of El Paso, Texas, a certain Deed  
of Trust duly recorded in the records of El Paso County, Texas in Book 146,  
page 560, covering real estate described in contract between Katherine  
Brownson and the United States of America, dated April 29th, 1926.

Beginning at the north corner of the land of the grantor, a point  
on the southwesterly right of way line of State Highway #1, and  
from which point the northeast corner section seventeen (17) bears  
north five degrees fifty-seven minutes ( $5^{\circ}57'$ ) east, one thousand  
seven hundred and seven and five tenths (1707.5) feet; thence  
south forty-six degrees forty-four minutes ( $46^{\circ}44'$ ) east along  
said right of way line five hundred sixty-nine and fifty-nine  
hundredths (569.59) feet; thence south twenty-eight degrees twenty-  
seven minutes ( $28^{\circ}27'$ ) east, one hundred ninety-one and eight  
hundredths (191.08) feet to a point on the southerly property  
line of the grantor, which is also the line between surveys 168  
and 169, Ysleta Grant, and from which point the center line of  
State Highway #1, bears south eighty-eight degrees thirty-four  
minutes ( $88^{\circ}34'$ ) east, one hundred thirty-four and forty-nine  
hundredths (134.49) feet; thence along said property line north  
eighty-eight degrees thirty-four minutes ( $88^{\circ}34'$ ) west, one hun-  
dred forty-nine and ninety-three hundredths (149.93) feet, to a  
point from which the northeast corner section seventeen (17)  
bears north four degrees thirty-four minutes ( $4^{\circ}34'$ ) west, two  
thousand two hundred fifty-seven and thirty-seven hundredths  
(2257.37) feet; thence north twenty-eight degrees twenty-seven  
minutes ( $28^{\circ}27'$ ) west, ninety-five and fifty-two hundredths  
(95.52) feet; thence north forty-six degrees forty-four minutes  
( $46^{\circ}44'$ ) west, five hundred fifty-nine and twenty-eight hun-  
dredths (559.28) feet to a point on the line between surveys  
167 and 168 of the Ysleta Grant; thence along said line south  
eighty-seven degrees twenty-two minutes ( $87^{\circ}22'$ ) east eighty-  
four and two tenths (84.2) feet; thence north seven degrees fifty-  
six minutes ( $7^{\circ}56'$ ) east ninety-two and fourteen hundredths  
(92.14) feet to point of beginning, said tract of land containing  
two and two hundredths (2.02) acres more or less.

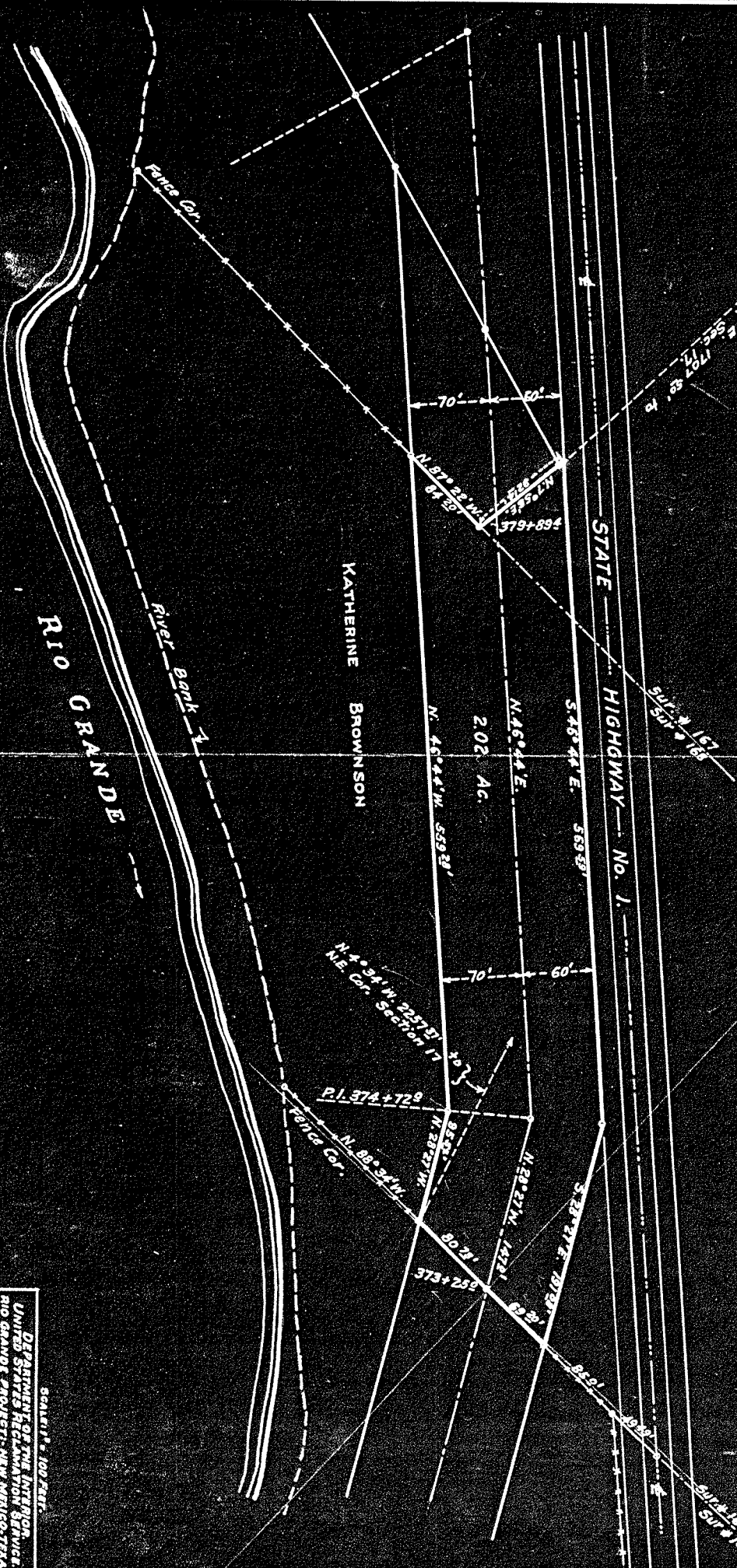
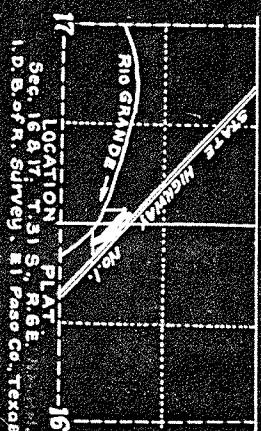
I do hereby for value received consent to the use by the United States of America of the land described in said agreement, as right-of-way for the Playa Drain of the Rio Grande Federal Irrigation Project and hereby waive any claim for damages on account of such use.

Dated El Paso, Texas, June 28<sup>th</sup> 1926, First Mortgage Company

A handwritten signature in dark ink, appearing to be "Joseph", written over a horizontal line.

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In Surveys 167-168 of  
the "Yolito Grants"

No. 27

DEPARTMENT OF THE INTERIOR  
UNITED STATES GEOLOGICAL SURVEY  
WATER RESOURCES DIVISION  
EL PASO DISTRICT OFFICE  
PLAYA DRAIN EXTENSION  
RIGHT OF WAY  
FIELD WORK, C. & K. CHICAGO, ILL.  
DRAWN E.L.S., D.A. APPROVED  
12564-331 FT. 7480, 741.3-2495

June 27, 1952

A-200 (cont.)

146/500 7/8/67

PLAYA BAY

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the improvements described in attached purchase of improvements contract dated April 29th, 1926, between The United States of America, and Katherine Brownson, and that the proposed grantor is in actual, sole and exclusive possession of the improvements proposed to be conveyed, claiming to be the owner thereof, and no person claiming a right in such improvements adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 12th day of May, 1926.

Geo. W. Roadley  
Junior Engineer,  
Bureau of Reclamation.

CERTIFICATE AS TO TITLE

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

A tract of land containing 2.02 acres more or less in the SW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 16, and SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 17, Township 31 South, Range 6 East, Bureau of Reclamation Survey, El Paso County, Texas, and more particularly described, an agreement dated April 29th, 1926, with Katherine Brownson;

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 reputed owner is the actual owner and that there are no unpaid taxes, unsatisfied mortgages or other liens outstanding against the said land.

Geo. W. Headley  
Junior Engineer,  
Bureau of Reclamation,

El Paso, Texas,

May 12th, 1926.

REPORT OF BOARD OF APPRAISAL.

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We, the undersigned, members of a board designated to fix the value of improvements on 2.02 acres of land to be purchased by the United States from Katherine Brownson, for right of way for the Playa Drain of the Rio Grande Federal Irrigation Project, described in agreement to sell dated April 29, 1926, find that the fair and reasonable value of said improvements is the sum of \$1871.00.

El Paso, Texas, April 29, 1926.

Milton S. Graves

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Representative El Paso County  
Water Improvement District No. 1.

Geo. W. Hoadley,

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Representative U. S. Bureau of  
Reclamation.



HJSD/MBE

El Paso, Texas, June 3, 1927

Mr. Fred Wilson,  
County Engineer,  
El Paso, Texas.

Dear Mr. Wilson:

Enclosed herewith deed of right-of-way from Miss Katherine Brownson which appears to be properly executed. Mr. Hoadley, who is now out of the city, spoke of two other deeds but as yet I have not seen those deeds. In the event that I should receive the other two deeds, I will forward them to you promptly.

Enc.  
right-of-way  
deed.

Very truly yours,

H. J. S. Devries,  
District Counsel,

Form 7-523ts  
(Revised Feb., 1923)

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas May 21st, 1928

Superintendent (Place.) (Date.)  
~~Project Manager~~ to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated April 29, 1928 for ~~forward~~ approval

With Katherine Brownson

Estimated amount involved, \$1571.00 Authority No.  
Accompanied by bond and 2 copies (No bond) or Clearing Acct.  
(Insert "Yes" or "No" bond.)

**Purpose:** Purchase of Improvements on 2.02 acres of land situated in the SW 1/4, Sec. 16, and the SE 1/4, Sec. 17, Township 31 South, Range 6 East, for right of way Playa Drain.

Advise ~~Executive Manager~~ at ~~El Paso, Texas,~~  
~~Superintendent~~ (Post office address.)  
 District Counsel at ~~INSUBCTIONS~~

and

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

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

Original and 5 copies of this form letter.

Original and 4 copies of contract, and all related papers

J. H. Lawton  
(Signature.)

Contract, and bond if any, approved \_\_\_\_\_, 192

by \_\_\_\_\_, Chief Engineer, on \_\_\_\_\_, 192

Chief Engineer to Director: Denver, Colo., , 192

It is recommended that the above-described contract be <sup>executed</sup> approved  
and bond if any, approved. <sub>deed</sub> <sub>accepted</sub>  
Inclosures listed on reverse hereof.

(Signature.)

Washington, D. C., , 192

Contract, and bond, if any, approved by <sup>executed</sup>  
Deed <sub>accepted</sub>

on \_\_\_\_\_, 1920

*Purchase of Improvements*  
REPORT ON ~~LAND PURCHASE~~ CONTRACT  
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

*(Memo. only)*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico--Texas

INFORMATION relating to land purchase contract made April 27, 19 , 1926, with

Katherine Brownson (unmarried),

1. State purpose for which the land is required.

Playa Drain.

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

2.02 acres see description in Purchase of Improvements 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 have 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.

Katherine Brownson (unmarried), Box 174, R. F. D. #1,  
El Paso, Texas,

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.

# DEPARTMENT OF THE INTERIOR

## BUREAU OF RECLAMATION

Rio Grande-----IRRIGATION PROJECT

### CONTRACT RELATING TO Purchase of Land Improvements.

This Contract, Made April 29, 1926, 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, herein styled the United States, represented by the officer executing this contract,<sup>1</sup> and subject to the approval of the proper supervisory officer, and

KATHERINE BROWNSON, El Paso, Texas,

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

2. Witnesseth, That the parties hereto do hereby mutually covenant and agree as follows:

3. The Contractor ~~will~~ 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, crops, trees, shrubbery, and other improvements, (all hereinafter styled improvements), located upon, attached to, or connected with that certain tract of land approximately four (4) miles northwest of the town of Ysleta, El Paso County, Texas, being in surveys 167 and 168 of the Ysleta Grant and in southwest quarter (SW $\frac{1}{4}$ ) northwest quarter (NW $\frac{1}{4}$ ) section sixteen (16) and southeast quarter (SE $\frac{1}{4}$ ) northeast quarter (NE $\frac{1}{4}$ ) section seventeen (17), township thirty-one south, range six (6) east, Bureau of Reclamation Survey, more particularly described as follows:

Beginning at the north corner of the land of the grantor, a point on the southwesterly right of way line of State Highway #1, and from which point the northeast corner section seventeen (17) bears north five degrees fifty-seven minutes (5°57') east, one thousand seven hundred and seven and five tenths (1707.5) feet; thence south forty-six degrees forty-four minutes (46°44') east along said right of way line five hundred sixty-nine and fifty-nine hundredths (569.59) feet; thence south twenty-eight degrees twenty-seven minutes (28°27') east, one hundred ninety-one and eight hundredths (191.08) feet to a point on the southerly property line of the grantor, which is also the line between surveys 168 and 169, Ysleta Grant, and from which point the center line of State Highway #1, bears south eighty-eight degrees thirty-four minutes (88°34') east, one hundred thirty-four and forty-nine hundredths (134.49) feet; thence along said property line north eighty-eight degrees thirty-four minutes (88°34') west, one hundred forty-nine and ninety-three hundredths (149.93) feet, to a point from which the northeast corner section seventeen (17) bears north four degrees thirty-four minutes (4°34') west, two thousand two hundred fifty-seven and thirty-seven hundredths (2257.37) feet; thence north twenty-eight degrees twenty-seven minutes (28°27') west, ninety-five and fifty-two hundredths (95.52) feet; thence north forty-six degrees forty-four minutes (46°44') west, five hundred fifty-nine

and twenty-eight hundredths (559.28) feet to a point on the line between surveys 167 and 168 of the Ysleta Grant; thence along said line south eighty-seven degrees twenty-two minutes (87°22') east eighty-four and two tenths (84.2) feet; thence north seven degrees fifty-six minutes (7°56') east ninety-two and fourteen hundredths (92.14) feet to point of beginning, said tract of land containing two and two hundredths (2.02) acres more or less.

4. The Contractor does hereby release, acquit and discharge the United States from any and all liability for damages or compensation arising from entry upon the land above described and from the construction, operation and maintenance thereon heretofore and hereafter of works pertaining to the above-named Federal irrigation project.

5. The Contractor does hereby ratify and confirm the grant to the United States of the right of way across the land above described, under stock subscription contract with the El Paso Water Users' Association.

6. The Contractor will furnish evidence satisfactory to the United States that the Contractor is the owner of said improvements and of the land on which the same are located, and that the improvements are free from any lien or encumbrance, and for this purpose will submit to the United States for examination any pertinent abstract of title or other title papers which the Contractor may have, with the right ext to the United States to make and retain copies of such papers; but any abstract of title additional to what the Contractor may now have, which the United States may require, shall be procured at the cost and expense of the United States.

heretofore follows:

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EDUCATION BUREAU  
BUREAU OF RESTRUCTION  
DEPARTMENT OF EDUCATION

7. The Contractor will procure and have recorded where proper for record, all evidences of title which in the opinion of the District Counsel for the Bureau of Reclamation, are necessary to show good title unencumbered, in the Contractor to the property purchased, and which may be requested by said District Counsel.

8. The United States will pay the Contractor the sum of ~~Eighteen hundred seventy one (41871.00) 00/100~~ 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 herein stated.

9. 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 may 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 to any lien or encumbrance over this contract, nor as an assumption of the same by the United States.

10. The United States will permit the Contractor to retain possession, of the land above described, to use and enjoy the same, and to remove therefrom any property not the property of the United States, until May 5th, 1924, unless prior thereto it becomes necessary to occupy said land for Government purposes, in which event the Contractor will be duly notified; and the Contractor agrees that whenever so notified the Contractor will immediately yield and deliver up the possession of said land, together with the said improvements thereon purchased by the United States.

11. The Playa drain to be constructed by the United States across the property above described, shall be a pipe which shall be buried in the ground about eight feet; and the United States shall, without unreasonable delay fill the trench in which said pipe is laid.

## AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas

COUNTY OF El Paso

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 Katherine Brownson that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Katherine Brownson, 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 M Lawson

Superintendent, Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

[OFFICIAL SEAL]

this 12th day of May, A. D. 1926

My commission expires June 1st, 1927

Geo. W. Headley

Notary Public in and for El Paso County, Texas

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

### INSTRUCTIONS

1. In the heading, in the blank following the words "Contract relating to," insert an appropriately descriptive word, such as Damages, Supplies, Repairs, Drayage, etc.
2. 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.
3. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this contract. A general statement that "erasures and interlineations were made before execution" is not sufficient.
4. Only one copy of a contract should be executed, unless the Contractor requests an executed copy, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble, as, for instance, "Doe & Roe, a partnership, consisting of John Doe and Richard Roe, copartners," 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 "Copartner."
6. A contract with a corporation should describe the Contractor in the preamble, as, for instance, "Doe Mercantile Company, a corporation duly organized under the laws of the State of Colorado." The contract should be signed in the corporate name by an appropriate officer thereof, who should affix his official designation, together with the corporate seal. A certificate under the corporate seal 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 (C. L. 1326).
7. 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.

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~~In the performance of this contract no person shall be employed who is undergoing a sentence of imprisonment at hard labor imposed by any municipal, territorial, or State court having criminal jurisdiction.~~

12. No interest in this contract 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.

13. 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.

14. 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 to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract 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).

15. The Contractor warrants that the Contractor 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 Contractor for the purpose of securing business with others than the Government.

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

Superintendent, Bureau of Reclamation.

Katherine Brownson,

Contractor.

By \_\_\_\_\_

P. O. Address Box #174, A. P. D. #1,

El Paso, Texas

Approved, \_\_\_\_\_, 1921