

78

CHAMBLESS, ROSE E. et. vir. PURCHASE OF IMPROVEMENTS PLAYA DRAIN

164

0028-00 X3-0016-53

MAY 1924

6-(16) Texas

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the improvements described in attached purchase of improvements contract dated April 27th, 1926, between The United States of America, and Rose E. Chambliss and G. Y. Chambliss, and that the proposed grantors are in actual, sole and exclusive possession of the improvements proposed to be conveyed, claiming to be the owners 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 11th day of May, 1926.

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

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY with reference to the following described land;

A tract of land containing 0.735 acres more or less in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 16, Township 31 South, Range 6 East, Bureau of Reclamation Survey, and more particularly described, an agreement dated April 27, 1926, with Rose E. Chambliss and G. Y. Chambliss;

That I have made personal examination of the tax records and title records of El Paso County, Texas, and find that the said Vendors who are reputed owners are the actual owners 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 11th, 1926.

REPORT OF BOARD OF APPRAISAL.

We, the undersigned, members of a board designated to fix the value of improvements on .735 acres of land to be purchased by the United States from Rose E. Chambliss, for right of way for the Playa Drain of the Rio Grande Federal Irrigation Project, described in agreement to sell dated April 27, 1926, find that the fair and reasonable value of said improvements is the sum of \$675.00.

El Paso, Texas, April 27, 1926.

Milton S. Graves.
Representative El Paso County
Water Improvement District No. 1.

Geo. W. Hoadley.
Representative U. S. Bureau of
Reclamation.

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Water Improvement District No. 1.

Geo. W. Hoadley,
Representative U. S. Bureau of
Reclamation.

THIS IS NOT TRUE. IN BOOK
375 - PAGE 578 THERE IS A
WRARRANTY DEED, U L.
GRANDOR LENDRE CHAPIN
GRANTER WILLIE F. CHAPIN & JAMES F. CHAPIN
9-12-84 SP-RS
JJ

The undersigned owner of Vendor's Lien Notes executed by C. Y. Chambliss and wife Rose Chambliss, fully described in Deed Book 375, page 578 of the County of El Paso, Texas, covering real estate described in contract between C. Y. Chambliss and wife Rose Chambliss, and the United States of America, dated April 26th, 1926, 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,

April 26th, 1926.

Martha H. Hartley

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

CONTRACT RELATING TO Purchase of Land
Improvements.

This Contract, Made April 27, 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,¹ and subject to the approval of the proper supervisory officer, and

ROSE E. CHAMBLISS and G. Y. CHAMBLISS, of El Paso, Texas

herein styled Contractor, their 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 herein-after styled improvements), located upon, attached to, or connected with that certain tract of land approximately four (4) miles northwest of the town of Yoleta, El Paso County, Texas, and being a part of survey 169 of the Yoleta Grant in the southwest quarter (SW¹), northwest quarter (NW¹) section sixteen (16) township thirty-one (31) south, range six (6) east, Bureau of Reclamation survey, more particularly described as follows:

Beginning at a point on the property line between the land of the grantors and Santos Cooper from which point the most easterly fence corner of the grantors bears south eighty-eight degrees forty-one minutes (88°41') east two hundred and eight, eight hundredths (200.88) feet and at two hundred fifty-one and thirty-four hundredths (251.34) feet center line of State Highway #1, and the northwest corner section sixteen (16) bears north ten degrees fifteen minutes (10°15') west, two thousand five hundred ten and thirty-three hundredths (2510.33) feet; thence along said property line north eighty-eight degrees forty-one minutes (88°41') west, one hundred forty-nine and seventy-six (149.76) feet; thence north twenty-eight degrees twenty-seven minutes (28°27') west two hundred forty-six and thirty-eight hundredths (246.38) feet, to a point on the northerly property line of the grantors, which is also the line between surveys Nos. 168 and 169 of the Yoleta Grant; and from which point the north-west corner section sixteen (16) bears north four degrees thirty-four minutes (4°34') west, two thousand two hundred fifty-seven and thirty-seven hundredths (2257.37) feet thence along last said line south eighty-eight degrees thirty-four minutes (88°34') east one hundred forty-nine and ninety three hundredths (149.93) feet to a point from which the corner of the grantors fence bears south eighty-eight degrees thirty-four minutes (88°34') east, eighty-five and no hundredths (85.0) feet, and at one hundred thirty-four and forty-nine hundredths feet (134.49) the center line of State Highway #1; thence south twenty-eight degrees twenty-seven minutes (28°27')

East, two hundred forty-six and four hundredths (246.04) feet to point of beginning, said tract containing seven hundred thirty-five thousandths (0.735) 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 Valley 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 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.

WITNESSED my hand and the seal of the Bureau of Reclamation at Washington, D.C., this 12th day of June, 1903.

~~When the consideration of the faithful performance of this contract, the Contractor shall be paid as follows:~~

6-6997

RECEIVED
BUREAU OF RECLAMATION
DEPARTMENT OF THE INTERIOR

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 Six hundred seventy-five (\$675.00) 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 for 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 1921, 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.

~~..... 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. H. Lawton

Superintendent, Bureau of Reclamation.

Rose E. Chambliss

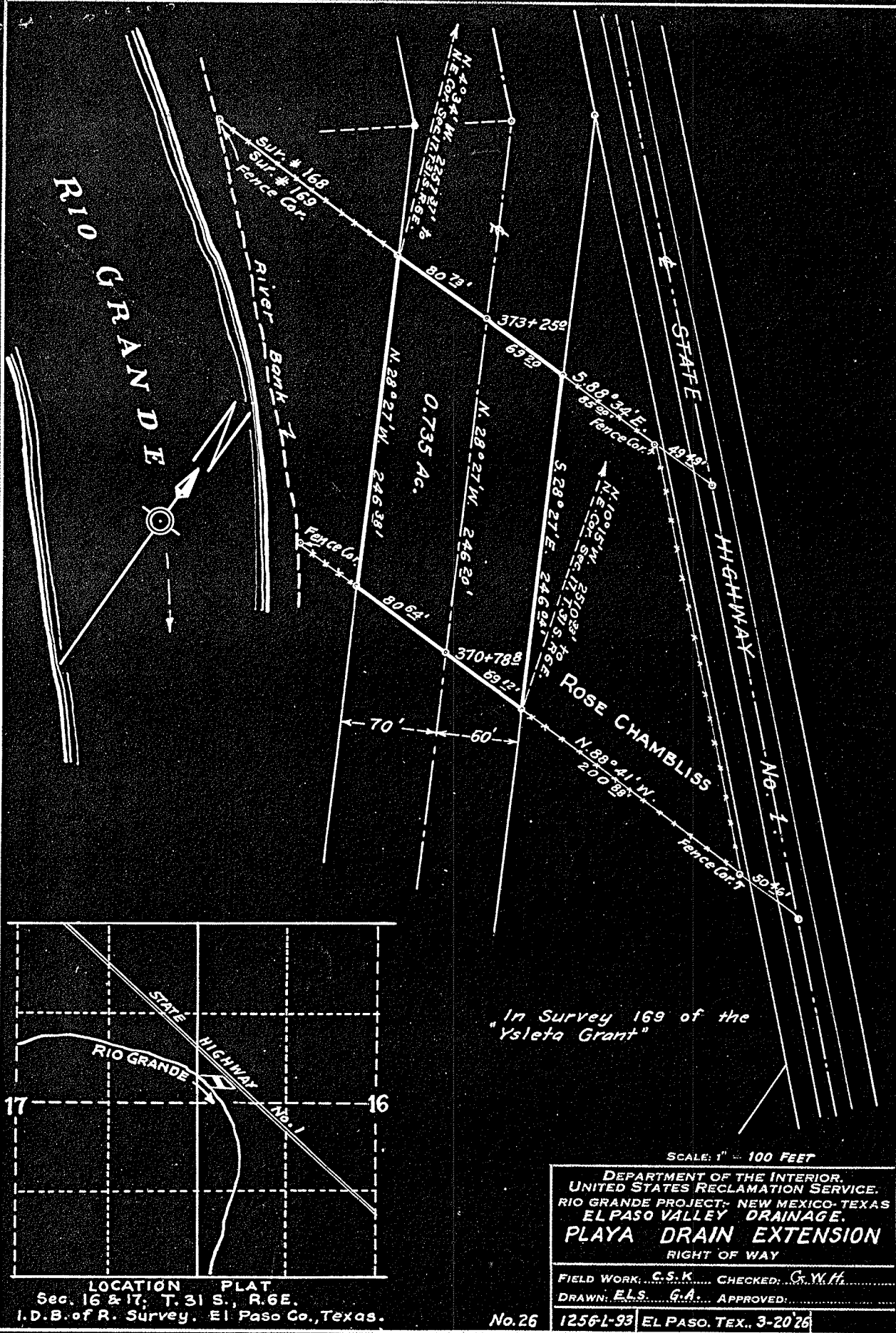
Contractor.

By G. Y. Chambliss,

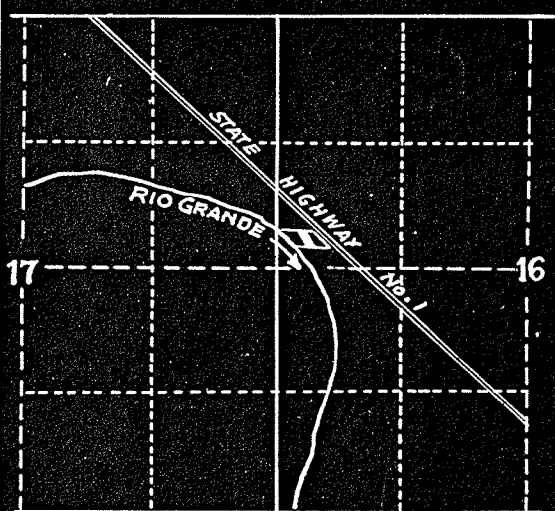
P. O. Address Box 176, R. F. D. #1,

El Paso, Texas,

Approved, _____, 192 .



In Survey 169 of the
"Ysleta Grant"



LOCATION PLAT
 Sec. 16 & 17, T. 31 S., R. 6 E.
 I.D.B. of R. Survey, El Paso Co., Texas.

SCALE: 1" = 100 FEET

DEPARTMENT OF THE INTERIOR.
 UNITED STATES RECLAMATION SERVICE.
 RIO GRANDE PROJECT- NEW MEXICO- TEXAS
 ELPASO VALLEY DRAINAGE.
 PLAYA DRAIN EXTENSION
 RIGHT OF WAY

FIELD WORK: C.S.K. CHECKED: G.W.H.
 DRAWN: E.L.S. G.A. APPROVED:
 No. 26 1256-L-93 EL PASO, TEX., 3-20-26

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas

May 11th, 1926

(Place)

(Date)

From Project Office,

To District Counsel,

Subject: Transmitting contract for action, Rio Grande project.

1. Request is made for approval as to form, execution, and legal sufficiency of contract (*with bond), described as follows:

- (a) Date of contract April 27th, 1926
- (b) Name of contractor Rose E. Chambliss and G. Y. Chambliss
- (c) Estimated amount involved, \$ 675.00
- (d) Authority number
- (e) Clearing account
- (f) Purpose of contract Purchase of improvements on 0.735 acres of land situated in the SW $\frac{1}{4}$ Section 16, Township 31 South, Range 6 East, Bureau of Reclamation Survey, for right of way Playa Drain.

INCLOSURES

2. The following papers are inclosed:

Contract, original, and 4 copies.

*Bond, original, and 3 copies.

This letter, 3 copies.


 Superintendent.

(Signature)

El Paso, Texas

(Place)

MAY 15 1926

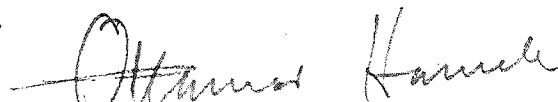
(Date)

On this date the above-described contract* and bond, approved as to form, execution, and legal sufficiency, and inclosures as follows returned to project office:

Contract, original, and 3 copies.

*Bond, original, and 2 copies.

This letter, 3 copies.


 District Counsel.

* Mark out if not applicable.

PURCHASE OF LAND IMPROVEMENTS
REPORT ON LAND PURCHASE CONTRACT
(SEE PAGES 251-259, VOL. I, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico--Texas

INFORMATION relating to land purchase contract made April 26, 1926, with

Rose E. Chambliss & G. Y. Chambliss, her husband.

1. State purpose for which ~~the land~~ is required.

Right of way for Playa drain.

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

0.735 acres.

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.

Mrs. Rose E. Chambliss, Box 176, R. F. D. #1, El Paso, Texas,
G. Y. Chambliss, " " " " " " " " " "

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. 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 Six hundred seventy-five (\$675.00) 00/00 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 for 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 192, 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.

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

13. 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.

14. 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.

15. 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).

16. 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. H. Lawson

Superintendent

, Bureau of Reclamation.

Rose E. Chambliss

Contractor.

BY

G. Y. Chambliss,

P. O. Address

Box 176, R. F. D. #1,

El Paso, Texas,

Approved, _____, 192

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.*

Two (2) chicken houses)
 One (1) garage) \$575.00
 One (1) barn)

0.6 acres--grapes and general truck) \$130.00

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.

0.60 cultivated / Franklin canal.

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

\$1400.00 to \$1800.00 the 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 drain being covered through the tract of the contractors will be of no benefit, and the work necessary for construction will greatly discommodate the contractors.

Dated

192

(Signature) Geo. W. Headley,

(Title) Junior Engineer,
In Charge of Negotiations.

Approved:

Project Manager.