

188
PORCHER, T. D. PURCHASE OF IMPROVEMENTS (Stock Subscription Contract)

PLAYA DRAIN(164) 0023-6673-0018-00

6-(18) Texas

5-21-90

Telco:
left message to call
me.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Grande IRRIGATION PROJECT

CONTRACT RELATING TO ~~Purchase of Land~~
Improvements.

This Contract, Made April 28, 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

T. D. FORSMAN and Sarah M. Forshar, 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 three and one-half miles northwest of the town of Yelton, El Paso County, Texas, in the southwest quarter of the southwest quarter (SW $\frac{1}{4}$, SW $\frac{1}{4}$) of section sixteen (16), and the northwest quarter of the northwest quarter (NW $\frac{1}{4}$, NW $\frac{1}{4}$) of section twenty-one (21), township thirty-one (31) south, range six (6) east, United States Bureau of Reclamation survey, being also in surveys Nos. 141, 143 and 144 of the Yelton grant, and more particularly described as follows:

Beginning at a point on the southwesterly property line of the land of the grantors, from which point the northeast corner of said section twenty-one (21) bears north seventy-four degrees, no minutes and twenty-five seconds (74°00'25") east, four thousand seven hundred sixty-six and sixty-two (4766.62) hundredths feet; thence along said property line north, seventy-one degrees, thirteen minutes (71°13') west, forty-five and two hundredths (45.02) feet; thence north, six degrees, thirteen minutes (6°13') west, one hundred sixty-eight and thirty-seven hundredths (168.37) feet; thence north twenty degrees, fourteen minutes (20°14') east, one thousand four hundred thirty-seven and forty-two hundredths (1437.42) feet; thence to the left along a curve of five hundred two and ninety-six hundredths (502.96) feet radius a distance of two hundred seventy-four and thirty-two hundredths (274.32) feet; thence north, eleven degrees, one minute (11°01') west, eight hundred ninety-three and four hundredths (893.04) feet; thence south fifty-four degrees, three minutes (54°03') east, one hundred seventy-five and twenty nine hundredths (175.29) feet to a point from which the southeast corner section sixteen (16) bears south, seventy-three degrees, six minutes (73°06') east, four thousand three hundred thirty-nine and sixty-nine hundredths (4339.69) feet distant; thence south eleven degrees, one minute (11°01') east, seven hundred sixty-five and twenty-five hundredths (765.25) feet; thence to the right along a curve of six hundred twenty-two and ninety-six hundredths

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.

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 Ten 00/100 (\$10.00) 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 herein stated.

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

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.

~~that the person performing this contract 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. Lawson

Superintendent, Bureau of Reclamation.

Sarah E. Forcher,

E. D. Penber,

Contractor.

By _____

P. O. Address R. F. D. #1, Box 185,

El Paso, Texas.

Approved, _____, 192

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.

_____, Bureau of Reclamation.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 192 _____

My commission expires _____

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.

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.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Form 1-22-1
(Revised 10-1-1924)

El Paso, Texas

May 11th, 1925

(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, 1925
- (b) Name of contractor: Rose E. Chambliss and S. F. Chambliss
- (c) Estimated amount involved: \$ 675.00
- (d) Authority number: 1000-1000-1000
- (e) Clearing account: 1000-1000-1000
- (f) Purpose of contract: Purchase of improvements on 0.735 acres of land situated in the SW 1/4 Section 14, Township 31 South, Range 5 East, Board of Reclamation Survey, for right of way Playa Drain.

DIRECTOR

2. The following papers are inclosed:

- Contract, original, and 4 copies.
- *Bond, original, and 3 copies.
- This letter, 3 copies.

Superintendent.

(Signature)

(Place)

(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.

* May not be applicable.

RECEIVED

643 . 3
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 said 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 prepared at the cost and expense of the United States.

~~And in consideration of the foregoing premises, the United States hereby certifies that the above-described land is hereby granted to the Contractor for the purpose of constructing and maintaining the above-named Federal Irrigation project.~~

WITNESSED my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of March, 1904.

SUBJECT OF REGISTRATION
DEPARTMENT OF THE INTERIOR

RECEIVED
DEPARTMENT OF THE INTERIOR
WASHINGTON, D.C.

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 fee. 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. S. LARSEN
Superintendent Bureau of Reclamation.

Rose E. Chambliss
Contractor.

By G. I. Chambliss,

P. O. Address Box 176, A. P. O. #1,

El Paso, Texas,

REPORT OF BOARD OF APPRAISAL.

We, the undersigned, members of a board designated to fix the value of improvements on 7.38 acres of land to be purchased by the United States from T. D. Porcher, for right of way for the Playa Drain on the Rio Grande Federal Irrigation Project, described in agreement to sell dated April 23, 1926, find that the fair and reasonable value of said improvements is the sum of \$590.00

El Paso, Texas, April 28, 1926.

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

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

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 A. Bartley

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 1/4 Section 16, Township 21 South, Range 4 East, Bureau of Reclamation Survey, and more particularly described, an agreement dated April 17, 1926, with Ross E. Chamberlain and S. L. Chamberlain.

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

Geo. V. Bailey
Julius K. Bailey
Bureau of Reclamation

El Paso, Texas,

May 11th, 1926.

RECEIVED BY THE U.S. DEPT. OF JUSTICE

TO THE ATTORNEY GENERAL, DEPT. OF JUSTICE, WASHINGTON, D.C.
FROM THE DIRECTOR, FBI, WASHINGTON, D.C.
SUBJECT: [Illegible]
DATE: [Illegible]
RE: [Illegible]

[Illegible text block]

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 Ross E. Chamberlain and C. L. Chamberlain, and that the proposed grantors are in actual, sole and exclusive possession of the improvements proposed to be surveyed, 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. F. Bradley
Junior Engineer,
Bureau of Reclamation.

acknowledged, and Four Hundred and No/100 (\$400.00) Dollars as evidenced by two promissory notes of even date herewith, executed by said J. C. Durham, payable to the order of the grantors herein, being in the sum of Two Hundred and No/100 (\$200.00) each, to be paid at the rate of \$20.00 per month and interest until all of the first note is paid, then \$20.00 per month and interest until all of the second note is paid, interest at the rate of 8% per annum, containing the usual 10% attorney's fee and accelerating maturity clauses.

Have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said J. C. Durham, of the County of El Paso, Texas, all the following described real estate lying and being in the County of El Paso, State of Texas, to wit:

One acre of land, being a part of surveys 144 and 145, block 1, Ysleta Grant, El Paso County, Texas, and being a part of Sunnyfields, a subdivision of part of surveys Nos. 143, 144, 145 and 146 of the Ysleta Grant, according to the map of Sunnyfields on file in the office of the County Clerk of El Paso County, Texas, and more particularly described as follows, to wit:

Beginning at a stake set on the southerly side of a 25 foot roadway from which point the S. W. corner of tract 11 of Sunnyfields bears N. 43° 25' E. 25 feet; thence S. 43° 25' W. 373.9 feet to a stake; thence S. 53° 57' E. 120 feet to a stake; thence N. 43° 25' E. 358.3 feet to a stake on the southerly side of said roadway; thence along said roadway N. 46° 35' W. 119 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. C. Durham his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said J. C. Durham, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the above described notes and all the interest thereon are fully paid according to their face and tenor, effect and reading when this deed shall become absolute.

Witness our hands at El Paso, Texas, this 15th day of September, A. D. 1924.

T. D. Porcher
Individually and as independent
executor of the estate of J.
Stoney Porcher, deceased.

Sarah E. Porcher

One \$1.00 Documentary Rev. Stamps
Cancelled: T. D. P. 9/15/24.

THE STATE OF TEXAS,

COUNTY OF EL PASO. BEFORE ME, the undersigned authority, a Notary Public, in and for El Paso County, Texas, on this day personally appeared T. D. Porcher, known to me to be the person whose name is subscribed to the foregoing instrument, individually and as independent executor of the estate of J. Stoney Porcher, deceased, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this 26th day of September, A. D. 1924.

Notarial Seal)

H. W. Moore
Notary Public in and for
El Paso County, Texas.

My commission expires June 1, 1925

County, Texas, on this day personally appeared Sarah E. Porcher, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of September, A. D. 1924.

H. W. Moore
Notary Public in and for
El Paso County, Texas.

(Notarial Seal)

My commission expires June 1, 1925.

Filed for Record Sep. 30" 1924 at 11:25 A.M. W. D. Greet County Clerk

And Recorded Oct. 3" 1924 at 11:30 A.M. By *Maxine Moran*

Deputy

7 6 4 0 0

EXTENSION

THE STATE OF TEXAS,
COUNTY OF EL PASO.

WHEREAS, on the 10th day of August, 1921, C. M. Newman, individually and as independent executor of the last will and testament and estate of E. S. Newman, deceased, and as trustee for Fanny Lois Mapel, Charles J. Mapel, individually and as trustee for Fanny Lois Mapel, joined therein by his wife, Myra Newman Mapel, and Tom B. Newman, made, execute and delivered to Thomas M. Jones, as trustee for Peter Kirk, a deed of trust upon the following described land and premises, situate and being in El Paso County, Texas, to wit:

The west 52 feet of lots numbered 1, 2, 3 and 4, and the west 52 feet of the south 16 feet of lot numbered 5, all in block numbered 246 of the Campbell Addition to the City of El Paso, Texas, also known as block numbered 19, according to map of Hart's Survey No. 9 and according to the map and plat of the City of El Paso, Texas, as made by George S.

...and delivered to Thomas W. Jones, as trustee
...Durham, his heirs and assigns forever, and his executors and administrators,
the same or any part thereof.

But it is expressly covenanted and stipulated that the vendor's lien is retained against
all the interest therein are fully paid according to their face and tenor, effect and reading
when this deed shall become absolute.

Witness our hands at El Paso, Texas, this 16th day of September, A. D. 1924.

One \$1.00 Documentary Tax Stamps
Cancelled: E. D. 9/18/24.

J. D. Porcher
Individually and as independent
executor of the estate of J.
Stoney Porcher, deceased.

Sarah L. Porcher

THE STATE OF TEXAS,
COUNTY OF EL PASO.)
BETWEEN ME, the undersigned authority, a Notary Public, in and for El
Paso County, Texas, on this day personally appeared J. D. Porcher, known to me to be the per-
son whose name is subscribed to the foregoing instrument, individually and as independent ex-
ecutor of the estate of J. Stoney Porcher, deceased, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, and in the capacities therein
stated.

Given under my hand and seal of office this 26th day of September, A. D. 1924.

(Notarial Seal,
My commission expires June 1, 1925

E. W. Moore
Notary Public in and for
El Paso County, Texas.

THE STATE OF TEXAS,
COUNTY OF EL PASO.)
Before me, the undersigned authority, a Notary Public in and for El Paso

and delivered to Thomas W. Jones, as trustee
...along described land and premises, situate)

The west 52 feet of lots numbered 1,
16 feet of lot numbered 5, all in block number
of El Paso, Texas, also known as block number
and according to the map and plat of the City
Wimberly, City Engineer of the City of El Pas
property is more particularly described as follows:

Beginning at a point on the north 111
feet westerly from the west line of Kansas Str
Kansas Street intersects the northerly line of
along the northerly line of East Missouri Stre
alley running northerly and southerly through
and along the east line of said alley 120 feet
located to the City of El Paso, Texas, November
and along the southerly line of said 10 foot a
thence at right angles southerly and parallel v
or point of beginning.

Said deed of trust being recorded in V
El Paso County, Texas, to which reference is he
scription of above land and hereinafter mention

WHEREAS, said Deed of Trust was given
August 10th, 1921, described as follows: For th
three years after date, said note bearing intere
payable semi annually, and containing the usual
ed by C. M. Newman, for himself individually an
and testament and estate of E. S. Newman, deceas

COUNTY OF EL PASO, TEXAS, the undersigned, a notary public in and for the County of El Paso, Texas, on this day personally appeared Mrs. E. D. Wiley, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on the 1st day of September, A. D. 1934.

Wm. E. Robinson
Notary Public in and for
El Paso County, Texas.

(Notarial seal)

Filed for Record Sep. 10th 1934 at 11:36 A.M. by E. D. Great County Clerk

And Recorded Oct. 3rd 1934 at 9:47 A. M. by *Marion Moran* Deputy

7 6 3 7 4

RECORDED

THE STATE OF TEXAS.
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: That Wm. E. D. Porcher, individually and as independent executor of the estate of E. Stoney Porcher, deceased, and as survivor of the community of C. B. Porcher, deceased, and Sarah E. Porcher, sole devisee under the will of said E. Stoney Porcher, deceased, of the County of El Paso, State of Texas, for and in consideration of the sum of Six Hundred and No/100 (\$600.00) Dollars, to us in hand paid and secured to be paid by E. C. Durham, as follows:

Two Hundred and No/100 (\$200.00) Dollars, cash paid, receipt of which is hereby

PURCHASE OF LAND IMPROVEMENTS
REPORT ON LAND PURCHASE CONTRACT
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico--Texas

Dated

192

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

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

1. State purpose for which ~~contract~~ 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.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

CONTRACT RELATING TO Purchase of Land
Improvements.

This Contract, Made April 28, 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

E. M. FORNIER and SARAH E. FORNIER, El Paso, Texas,

herein styled Contractor, their¹ heirs, executors, administrators, successors, and assigns:

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

3. The Contractor ~~and~~ 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 three and three-quarters ($3\frac{3}{4}$) miles northwest of the town of Isleta, El Paso County, Texas, in the southwest quarter ($\frac{1}{4}$) section sixteen (16) township thirty-one (31) south, range six (6) east, U. S. Bureau of Reclamation survey, being in the unnumbered portion of "Sunnyfields" subdivision in surveys 144 and 145 of the Isleta grant, and more particularly described as follows:

Beginning at a point on the northwesterly line of tract twenty (20) of the "Sunnyfields" subdivision from which point the northwest corner of tract twenty (20) bears north forty-three degrees, nineteen minutes ($43^{\circ}19'$) east, seventy-three and eighty-three hundredths (73.83) feet and the northwest corner section sixteen (16) bears north sixteen degrees, eighteen minutes, forty-five seconds ($16^{\circ}18'45''$) west, three thousand seven hundred twenty-nine and eighty-seven hundredths (3729.87) feet; thence south forty-three degrees, nineteen minutes ($43^{\circ}19'$) west, one hundred forty-six and two hundredths (146.02) feet along the northwesterly line of tract twenty (20) & thence north eleven degrees, one minute ($11^{\circ}01'$) west, thirty and fifty-four hundredths (30.54) feet; thence north twenty-eight degrees, twenty-seven minutes ($28^{\circ}27'$) west, three hundred nine and one-tenth (309.1) feet to a point from which the southwest corner of "Sunnyfields" bears south four degrees, twenty-three minutes ($4^{\circ}23'$) west, three hundred sixty-one and no-tenths (361.0) feet and the northwest corner section sixteen (16) bears north thirteen degrees, twelve minutes, thirty seconds ($13^{\circ}12'30''$) west, three thousand four hundred seventy-six and twenty-six hundredths (3476.26) feet; thence north four degrees, twenty-three minutes ($4^{\circ}23'$) east, one hundred thirty-seven and eighty-six hundredths (137.86) feet; thence north one degree, fifteen

¹ Strike out words not applicable.

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 Seventy (\$70.00) 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 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.

..... 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.

..... 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.

..... 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.

..... 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).

..... 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. Lamm
Superintendent, Bureau of Reclamation.

Sarah E. Patcher,
T. D. Porcher, Contractor.

By R. F. D. #1, Box 165,

P. O. Address El Paso, Texas,

Approved, _____, 192 .

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.

_____, Bureau of Reclamation.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL]

this _____ day of _____, A. D. 192

My commission expires _____

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.

GOVERNMENT PRINTING OFFICE

6-6997

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 Seven (\$7.50) 50/100 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 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 Flaps 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.

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 Five hundred ninety (\$595.00) 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 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.

~~NED~~

NED: Individual has contracted to buy property

NO INDICATION OR SIGNATURES ON T.D. Porcher
FILE IN Regards to purchase of Inym meets.
Contract dated 4-28-26 not signed

Playa Drain - Presently this portion of Playa
Drain is covered there is a pipe buried through
this section. Indication that Reclamation paid
Some money? What can we claim?
Easement -

We have meets and BONDS description
NOT Signatures.

NOTE NOT Recorded in County Court House even
Can we acquire easement at this time? If we
don't have anything from prospective buyer?