

780

BRADT, J. M., et. ux., Josephine C. WARRANT DEED REVER DRATIN

180

0028-00 88-0046-00 RIO GRANDE

21-(46) Texas

1/19/77-1521

78

780

BRADY, J. N., et. ux. Josephine C.

QUITCLAIM DEED

180

RIVER DRAIN

0023-00

~~27~~ 24

-0047-00

RIO GRANDE

1977

21-(47) Texas

THE STATE OF TEXAS, }  
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

We, J. N. Bradt and Josephine C. Bradt, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of One hundred and fifty-four and no/100 (\$154.00) DOLLARS,

to us in hand paid by The United States of America pursuant to the Act of Congress of June 17, 1902 (32 Stat. 399) and acts amendatory thereof and supplemental thereto

the receipt of which is hereby acknowledged  
has we Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America

~~of the County of El Paso and State of Texas~~ all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land situated in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section thirty (30), and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section thirty-one (31) Township thirty-three (33) South, Range eight (8) East of the U. S. Reclamation Service Survey, said tract of land being more particularly described as follows: Beginning at the Northwest corner of the tract herein described, from which corner the Southeast corner of said Section thirty (30) bears South 87°19' East three thousand six hundred eighty-two and one-tenth (3682.1) feet distant; thence North 13°23' West three hundred twenty-eight and one tenth (328.1) feet along the property line between lands of Grantors herein and C. Loomis; thence South 29°49' East one thousand two hundred thirty-eight and six-tenths (1238.6) feet along the east right of way boundary of the River Drain; thence South 55°35' West eighty-six and one tenth (86.1) feet along the property line between lands of Grantors herein and Grand View Realty Co; thence North 25°10' West one hundred thirty and seven-tenths (130.7) feet along the property line between lands of Grantors herein and W. N. Fink; thence continuing on said property line North 29°40' West one hundred thirty-nine and three-tenths (139.3) feet, and North 31°23' West six hundred sixty-one and seven-tenths (661.7) feet to place of beginning, and containing two and two-tenths (2.2) acres, more or less.

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 The United States of America, its Successors

we we assigns forever, and we do hereby bind ourselves heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said the United States of America, its Successors

and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand<sup>s</sup> at El Paso, Texas, this 14th day of March, A. D. 1920

Witnesses at Request of Grantor

J N BRADT  
JOSEPHINE C BRADT

U. S. Doc. Rev. stamp 50 cents  
affixed and cancelled.

CORRECT AS TO ENGINEERING DATA

THE STATE OF TEXAS,  
COUNTY OF EL PASO.  
Notary Public

BEFORE ME, Geo W Hoadley

in and for El Paso, County, Texas, on this day personally appeared  
J N Bradt

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of March A. D. 1921

(SEAL)

Geo W Hoadley

My com exp June 1 1921

Notary Public, El Paso County,  
Texas.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.  
Notary Public

BEFORE ME, Geo W Hoadley

in and for El Paso, County, Texas, on this day personally appeared  
Josephine C Bradt wife of J N Bradt

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Josephine C Bradt

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 14th day of March A. D. 1921

(SEAL)

Geo W Hoadley

My com exp June 1 1921

Notary Public El Paso County  
Texas

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 14th day of March A. D. 1921 with its certificate of authentication, was filed for record in my office this 22nd day of March A. D. 1921 at 8:40 o'clock A. M. and duly recorded the 22nd day of March A. D. 1921 at 10:40 o'clock A. M. in the records of said County, in Volume 367 on pages 527

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

W D Greet

(SEAL)

Clerk, County Court

By Florence C Rock Deputy

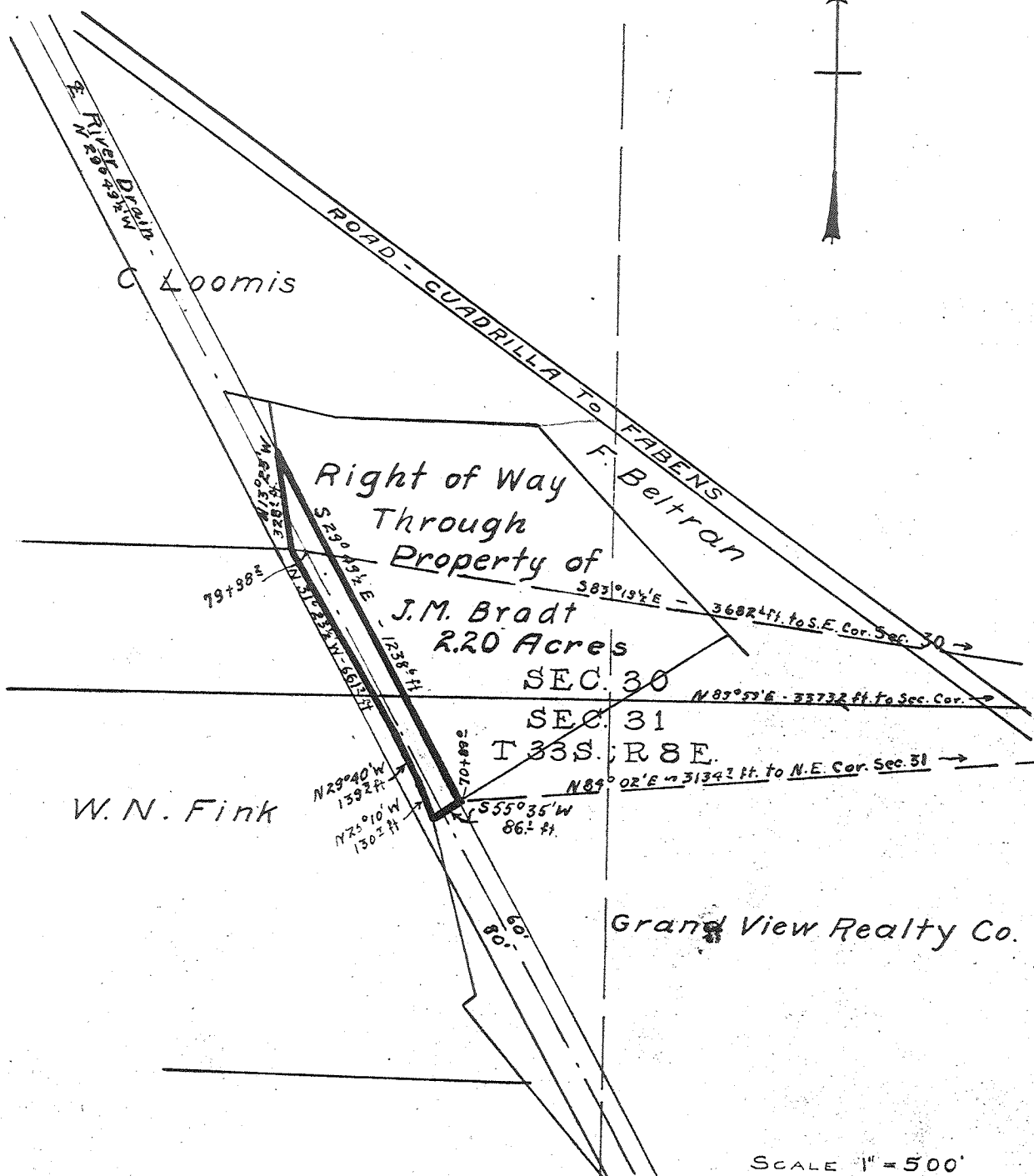
TO

WARRANTY DEED  
Single and Wife's Separate Acknowledgment

Filed for record 1921  
at o'clock M.

Clerk County Court, El Paso County, Tex.  
By Deputy

WALLEN'S PRINTING CO. EL PASO



SCALE 1" = 500'

DEPARTMENT OF THE INTERIOR  
U. S. RECLAMATION SERVICE  
RIO GRANDE PROJECT, NM-TEX.  
EL PASO VALLEY DRAINAGE  
RIVER DRAIN  
RIGHT OF WAY

FIELD WORK F.C.S.  
DRAWN L.R.F.

EL PASO - JUNE, 1917

*J. N. Bradt*

THE STATE OF TEXAS, }  
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

J. N. BRADT and MRS. J. C. BRADT, his wife,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and No/100(\$1.00) DOLLARS,

to them in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902(32 Stat., 388).

of the County of ~~El Paso~~, and ~~El Paso~~ of ~~Texas~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United States of America, its successors

heirs and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land situated in the Southwest quarter of the Northeast quarter(SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section thirty-one(31), Township thirty-three(33) South, Range eight(8) East, of the United States Reclamation Service Survey, said tract being more particularly described as follows: Beginning at a point in the property line between lands of Vendor and Grand View Realty Company, from which point the Northeast corner of said Section thirty-one(31) bears North 61° 23' 40" East two thousand nine hundred sixty-one and one-tenth(2961.1)feet distant; thence along said property line South 41° 03' East two hundred ninety-three and five-tenths(293.5) feet, South 15° 31' East one hundred eighty-six and two-tenths(186.2) feet and South 25° 47' West thirteen and three-tenths(13.3)feet to the West right of way boundary of the River Drain; thence along said boundary North 29° 50' West four hundred seventy-five and eight-tenths(475.8) feet to point of beginning, and containing thirty-three one-hundredths(0.33) of an acre, more or less.

TO HAVE AND TO HOLD all their right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging unto the said United States of America, its successors

heirs and assigns forever.

WITNESS our hand S this the 2nd day of August, A. D. 1917.

Witnesses at Request of Grantor: }  
\_\_\_\_\_  
\_\_\_\_\_

J. N. BRADT  
MRS. J. C. BRADT  
\_\_\_\_\_  
\_\_\_\_\_

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 1917, at

o'clock and minutes M.

Clerk.

Deputy.

El Paso

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

Before me, Charles B. Stevens, A Notary Public in and for  
El Paso County, Texas, on this day personally appeared J. N. Bradt

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 2nd day of August A. D. 1917  
Chas. B. Stevens,  
Notary Public

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

Before me, Charles B. Stevens, a Notary Public in and for  
El Paso County, Texas on this day personally appeared Mrs. J. C. Bradt wife of  
J. N. Bradt

known to me to be the person whose name is subscribed  
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having  
the same by me fully explained to her, she, the said Mrs. J. C. Bradt acknowledged such instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 2nd day of August A. D. 1917  
Chas. B. Stevens  
Notary Public

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

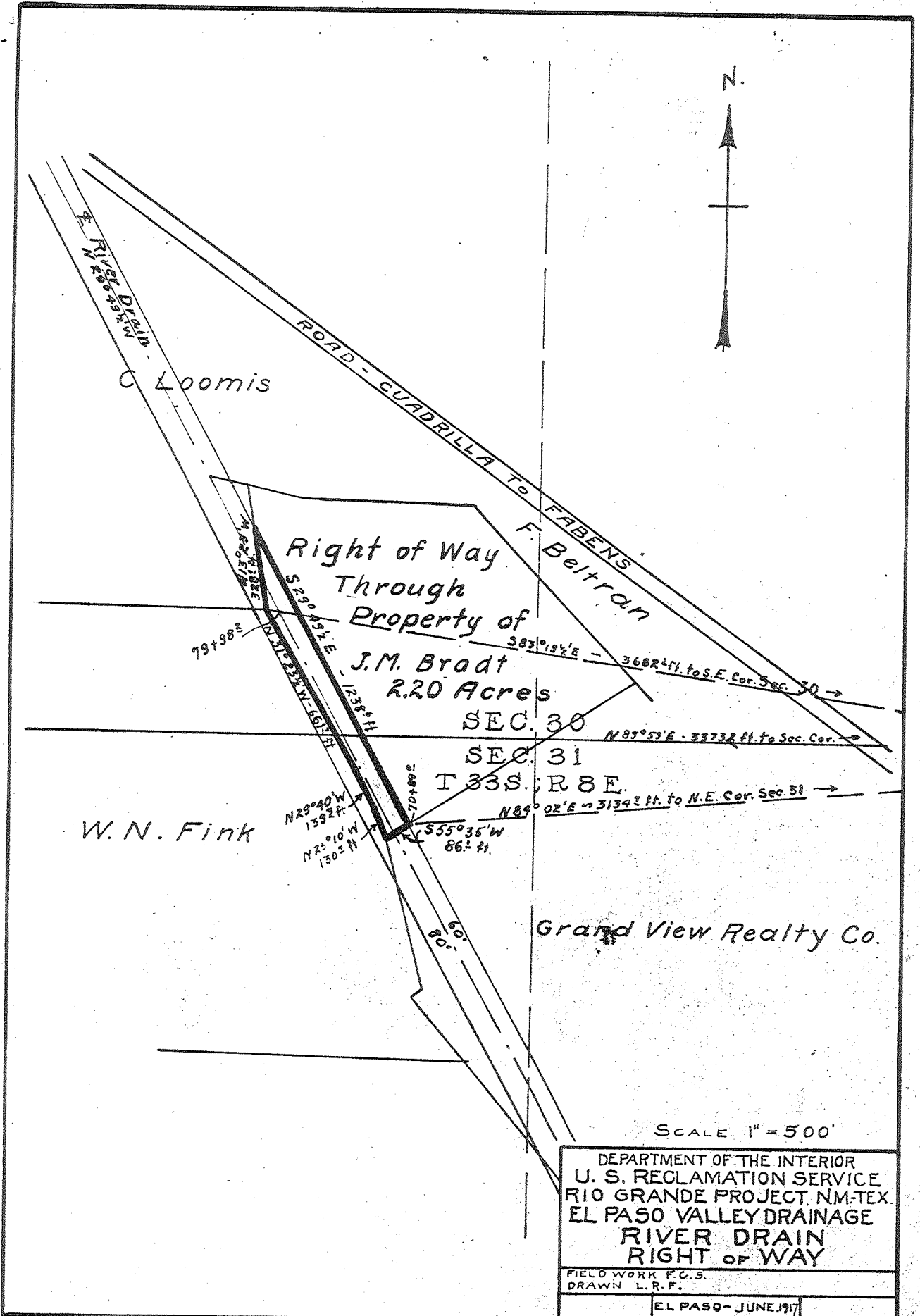
I, W. D. Greet Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 2nd  
day of Aug, A. D. 1917 with its certificate of authentication, was filed for record in my  
office this 3rd day of Aug, A. D. 1917, at 9:20 o'clock A. M.  
and duly recorded the 6th day of Aug, A. D. 1917, at 3:08 o'clock P. M.  
in the records of said County, in Volume 300 on Page 537

Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and  
year last above written.

W. D. Greet  
Clerk County Court, El Paso County, Texas.

By J. M. Woodward Deputy.



C. Loomis

Right of Way  
Through  
Property of

J.M. Brodt  
2.20 Acres

SEC. 30

SEC. 31

T 33 S. R 8 E.

W.N. Fink

Grand View Realty Co.

SCALE 1" = 500'

DEPARTMENT OF THE INTERIOR  
U. S. RECLAMATION SERVICE  
RIO GRANDE PROJECT, NM-TEX.  
EL PASO VALLEY DRAINAGE  
RIVER DRAIN  
RIGHT OF WAY  
FIELD WORK F.C.S.  
DRAWN L.R.F.  
EL PASO - JUNE, 1917



RELEASE UNDER VENDOR'S LIEN.

STATE OF Texas. }  
COUNTY OF El Paso. }

WHEREAS, on the 1st day of December, A. D. 1918,  
Olga Kohlberg

of El Paso  
County of El Paso, State of Texas, did execute,  
acknowledge, and deliver to J. N. Bradt and J. C. Bradt

of Fabens, County of El Paso,  
State of Texas, a certain warranty deed  
duly recorded in the records of El Paso County, Texas,  
in Book 321, page 527, all that certain tract or parcel of land, lying and being  
in the County of El Paso, in the State of Texas,

described as follows, to-wit:

A tract of land containing 26.7 acres, more or less, more particularly described in said warranty deed, to which reference is made for purposes of this release;

And whereas, in the said warranty deed there was retained upon the said land so conveyed a vendor's lien to secure certain promissory notes therein more fully described;

AND WHEREAS, by agreement dated Sept. 29, 1917, between the United States of America and J. N. Bradt and Josephine C. Bradt, husband and wife the said last named parties

agree to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project

A tract of land in free of all existing liens or encumbrances, which land is described as follows: El Paso County, Texas, situated in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section thirty (30), and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section thirty-one (31) Township thirty-three (33) South, Range eight (8) East of the U. S. Reclamation Service Survey, said tract of land being more particularly described as follows: Beginning at the Northwest corner of the tract herein described, from which corner the Southeast corner of said Section thirty (30) bears South 83°19 $\frac{1}{2}$ ' East three thousand six hundred eighty-two and one-tenth (3682.1) feet distant; thence North 13°23' West three hundred twenty-eight and one-tenth (328.1) feet along the property line between lands of Vendor and C. Loomis; thence South 29°49 $\frac{1}{2}$ ' East one thousand two hundred thirty-eight and six-tenths (1238.6) feet along the east right of way boundary of the River Drain; thence South 55°35' West eighty-six and one-tenth (86.1) feet along the property line between lands of Vendor and Grand View Realty Co; thence North 25°10' West one hundred thirty and seven-tenths (130.7) feet along the property line between lands of Vendor and W. N. Fink; thence continuing on said property line North 29°40' West one hundred thirty-nine and three-tenths (139.3) feet, and North 31°23 $\frac{1}{2}$ ' West six hundred sixty-one and seven-tenths (661.7) feet to place of beginning and containing two and two-tenths (2.2) acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said Olga Kohlberg,

for and in consideration of the premises and of One Dollar (\$1.00) to her in hand paid, the receipt whereof is hereby acknowledged, do es hereby remise, set over, release, and reconvey unto the said J. N. Bradt and J. C. Bradt, husband and wife,  
their heirs and assigns, all and singular, the property and premises herein last above described, forever free and quit of the above named encumbrance, expressly reserving, however, all rights under the said vendor's lien against all the remaining described land in the same manner and effect as if this release had never been executed.

IN TESTIMONY WHEREOF, the said Olga Kohlberg has

hereunto  
subscribe d her name this, the 12<sup>th</sup> day of March, A. D. 1921,

Signed, sealed, and delivered in the presence of— Olga Kohlberg

STATE OF Texas,  
COUNTY OF El Paso, } ss.

On this 12<sup>th</sup> day of March, 1921,

before me personally appeared Olga Kohlberg,

to me known  
to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. and for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Charles B. Stevens  
Notary Public.

My commission expires June 1, 1924.

CERTIFICATE OF RECORD

THE STATE OF TEXAS,  
COUNTY OF EL PASO

I, W. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 16<sup>th</sup> day of March, A. D. 1921, at 8:50 o'clock A. M., and duly recorded the 22<sup>nd</sup> day of March, A. D. 1921, at 10:11 o'clock A. M. in the Deed

Records of said County, in Volume 367 on page 325

Witness my hand and the seal of the County Court of said El Paso, Texas, the day and year last above written.

W. D. GREET,  
County Clerk  
By Florence C. Rock Deputy

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal and the seal of said County, at El Paso, Texas, this 16th day of March, 1921.

Subscribed and sworn to in my presence and in the presence of the undersigned, this 16th day of March, 1921.

35183 M  
COMPARED

RELEASE UNDER INDEXED

*Algar Koblberg*

*J. E. Bradley*

State of

County of **DEED FOR RECORD**

*W. D. Green* that his instrument is

filed for record of the County Clerk

at **W. D. GREEN** County Clerk

BY *W. D. Green* M. Attorney

recorded in book

page \_\_\_\_\_ of the Records of Deeds and

Mortgages of said county.

County Clerk and Ex-officio Recorder.

*W. D. Green*  
Deputy

*300* Fees, \$ *367/325*

SEC. 30  
SEC. 31

W.N. Fink

Right of Way Through Property of  
J. N. Bradt

0.33 Acres

Q.C.D. 8/2/17 Rec 8/6/17  
BK300 Pg 551

SE 41-68

H.J. Sherwood

SEC. 31  
T.33S.; R.8E.

RIO GRANDE



SCALE 1"=500'

DEPARTMENT OF THE INTERIOR  
U. S. RECLAMATION SERVICE  
RIO GRANDE PROJECT, NM-TEX.  
EL PASO VALLEY DRAINAGE  
RIVER DRAIN  
RIGHT OF WAY

FIELD WORK F.C.S.  
DRAWN L.R.F.

EL PASO - JUNE, 1917

Grand View Realty Co.

No. 3

75+02.2  
N89°59'E - 33732 ft. to Sec. Cor →

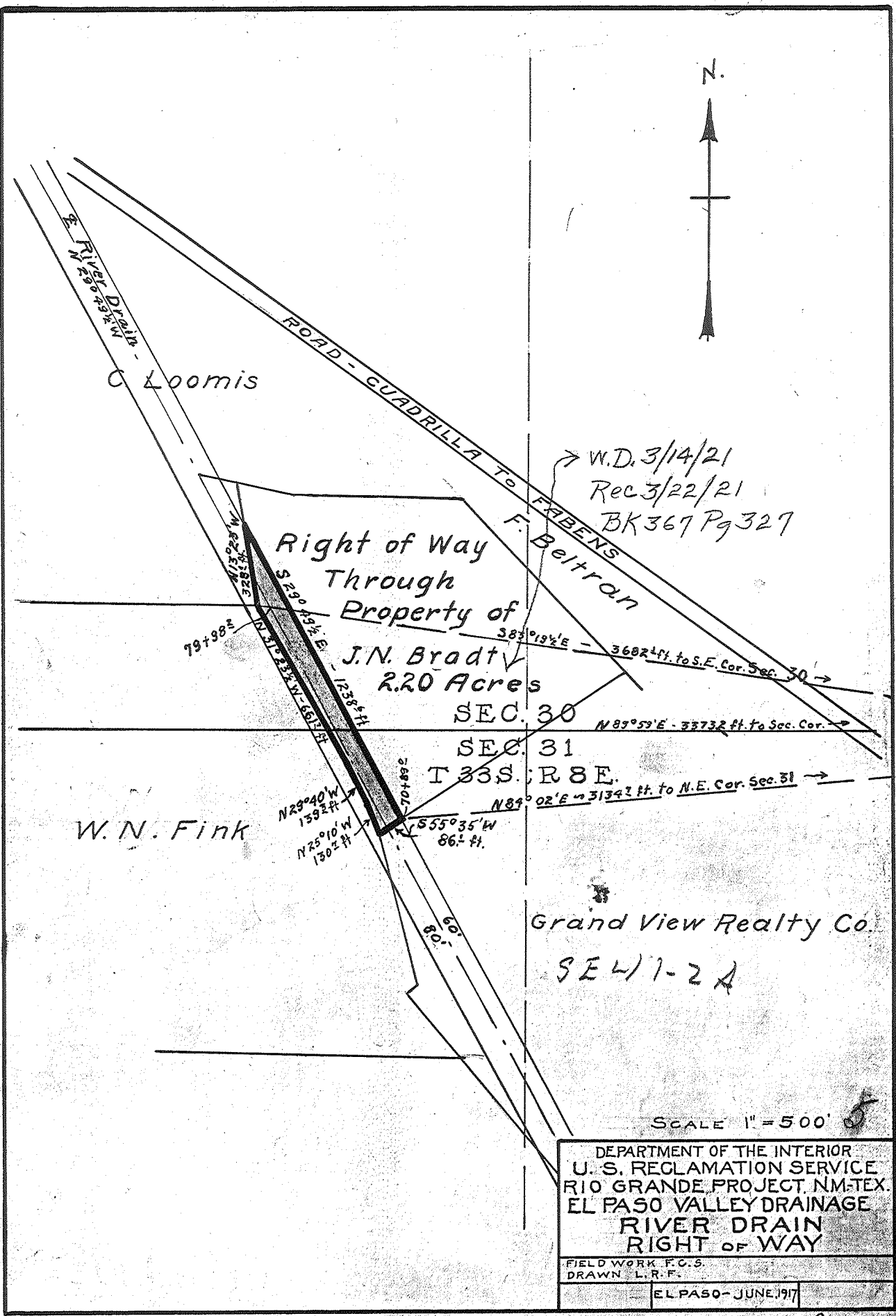
N 61° 23' 40" E  
2961 ft. to  
N.E. Cor. Sec. 31

N 41° 3' E  
293 ft.  
N 23° 1' W  
S 16° 3' E  
186 ft.  
S 82° 41' W 502 ft.

SEC. 30  
SEC. 31

5-Points

75/47



W.D. 3/14/21  
Rec 3/22/21  
BK 367 Pg 327

Right of Way  
Through  
Property of  
J.N. Brady  
2.20 Acres

SEC. 30

SEC. 31

T 33S. R 8E.

W.N. Fink

Grand View Realty Co.

SE 4/1-2 A

SCALE 1" = 500'

DEPARTMENT OF THE INTERIOR  
U. S. RECLAMATION SERVICE  
RIO GRANDE PROJECT, N.M.-TEX.  
EL PASO VALLEY DRAINAGE  
RIVER DRAIN  
RIGHT OF WAY

FIELD WORK F.C.S.  
DRAWN L.R.F.

EL PASO - JUNE, 1917

No. 5

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 17, 1917.

Project Manager to the ~~Chief of Construction~~  
~~Director~~

Subject: Forwarding ~~contract~~ <sup>donation deed</sup> for approval. ~~acceptance & filing.~~

~~Agreement~~ <sup>Deed</sup> dated August 2, 1917. Rio Grande Project.

Executed by J. N. BRADT and MRS. J. C. BRADT

With ~~xxx~~ To the United States.

Estimated amount involved, \$ 00 (See Gen'l Order No. 124)

~~Accompanied by bond and two copies.~~ (Strike out if no bond transmitted)

Purpose: <sup>(See instructions on back at Pafs. 4 and 5)</sup> Donation right of way - El Paso Valley River Drain.

Advise Project Manager at El Paso, Texas (Post office and State)

and District Counsel at El Paso, Texas ✓

using extra copy or copies hereof.

Incls. ~~CHIEF OF CONSTRUCTION~~ ~~DENVER, COLORADO~~

Cert. Asst. D.C.  
Blue Print.

L. M. LAWSON,  
(Signature)

~~Denver, Colo.~~ Washington, D.C. 1917

The above-described ~~contract~~ <sup>deed</sup> with bond, if any (see above)  
~~has been approved~~ ~~accepted and filed.~~

~~Director~~

~~Chief of Construction~~

DEC 26 '17 74854



to include proceedings necessary to complete the title,  
if showing of such completion is otherwise made, or is  
stated in your opinion.

EDWIN H. PEERY

---

District Counsel.

Enclosures:

1. Agreement of purchase.
2. Abstract No. 15088 of the Pioneer  
Abstract Co.

El Paso, Texas, Nov. 3, 1917.

Mr. J. N. Bradt,  
El Paso, Texas.

Dear Sir:

Your agreement, dated September 29, 1917, to sell certain land to the United States for right of way, El Paso Valley River Drain, has been approved by the Director at Washington, and is this day being forwarded for recordation.

Abstract covering the land covered by agreement is also being ordered today, and when it has been received, it will be submitted to the Special Examiner on Titles for his opinion after which if title is approved, deed will be forwarded for execution.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Nov.3, 1917.

The County Clerk,

El Paso, Texas.

Dear Sir:

Herewith is inclosed agreement to sell, dated September 29, 1917, from J. N. Bradt and wife, covering proposed purchase by the United States of land for right of way, El Paso Valley River Drain.

Please record same at your early convenience in order that it may be included in abstract which is now being prepared.

Very truly yours,

Asst. District Counsel

El Paso, Texas, Nov. 3, 1917.

Pioneer Abstract Company,  
El Paso, Texas.

Gentlemen:

Please prepare an abstract covering land described in accompanying agreement to sell dated September 29, 1917, between J. N. Bradt and wife and the United States, account right of way, El Paso Valley River Drain.

Return of the agreement to sell inclosed herewith is requested with the abstract.

I would appreciate it greatly if you will finish this abstract at an early date.

Very truly yours,

Asst. District Counsel.

CERTIFICATE.

I, H. S. Stanton, Acting Project Manager of the United States Reclamation, Service, hereby certify that the land proposed to be acquired by the United States under the accompanying agreement to sell dated September 29, 1917, with Jm N. Bradt and Josephine C. Bradt, his wife, is necessary for the purposes of the Reclamation Act, namely, as right of way for the El Paso Valley River Drain; that the consideration named therein is reasonable and I recommend that the said agreement to sell be approved.

(s) H. S. Stanton

El Paso, Texas, October 2, 1917.

El Paso, Texas, October 2, 1917.

From Asst. District Counsel D. G. Tyree  
To Chief Counsel, Washington, D. C.  
Subject: Report on strip of land to be acquired from  
J. N. Bradt for right of way for El Paso Valley  
River Drain - Rio Grande Project, New Mexico-Texas.

1. Please refer to the third paragraph of my letter of September 27, 1917, reporting on a strip of land which it is necessary to acquire from J. N. Bradt for right of way for the El Paso Valley River Drain.

2. Mr. Bradt and wife have signed an agreement to sell the United States the strip of land required at \$70 an acre, which contract is being forwarded for approval.

It will not be necessary, therefore, to make recommendation for the institution of condemnation proceedings.

(sd) D. G. Tyree

Cc Denver.

W. Douglas Ariz.  
Sept. 29-17.

Mr Stevens

Dear Sir:

Inclosed find contract we are sending to you. Would like for you to attend to this matter for us. We are not willing to put out any money for abstract or other papers as we are letting them have the land at their own price. We are willing to do any thing in reason. but I should think the abstract that ~~Hobberg~~ furnished us should be sufficient for them.

We will be in the city in a few days.

Trusting you will collect and settle this matter and oblige

Mr + Mrs J. N. Bractt

per Mrs W. L. Rains (daughter)

El Paso, Texas, September 27, 1917.

From Asst. District Counsel D. G. Tyree  
To Chief Counsel, Washington, D. C.  
Subject: Report on strip of land to be acquired from  
J. N. Bradt for right of way for El Paso Valley  
River Drain - Rio Grande Project - New Mexico - Texas.

1. In connection with the construction of the El Paso Valley River Drain, Rio Grande Project, it is necessary to acquire a strip of land as right of way therefor over the land of J. N. Bradt in the SW $\frac{1}{4}$  of Section 30 and the NW $\frac{1}{2}$  of Section 31, T. 35 S., R. 8 E., El Paso county, Texas, said strip of land containing 2.20 acres and being more particularly described on the enclosed print.

2. The Reclamation Service has offered Mr. Bradt \$60 an acre for the land needed but he refused to accept, stating that he would not take less than \$80 per acre. On September 22nd, 1917, this office wrote Mr. Bradt offering him \$70 per acre but he has not yet replied to this offer. This last offer is in the nature of a compromise on our part as the officers of the Service believe that \$60 is reasonable and adequate compensation for the land to be taken.

3. It may seem at first glance that the difference between the price demanded by the proposed Vendor and the



price offered by the United States is too small to warrant condemnation proceedings. However, in view of the fact that we must acquire a large amount of right of way on this Project, it is essential that we do not establish a precedent in this case of paying high prices for the right of way acquired. This report is made in advance of any recommendation for condemnation for the reason that it is barely possible (though not thought likely) that Mr. Bradt will accept our offer of \$70 per acre. If he refuses to accept this amount, this office will wire a definite recommendation that steps be taken to have condemnation proceedings commenced immediately for the strip of land described above. If he accepts our offer of \$70 per acre you will be advised accordingly. The land is needed at once, so prompt action should be taken by your office upon receipt of a wire recommending suit.

(sd) D. G. Tyree

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Encl.  
Cc to Denver Office.

El Paso, Texas, April 8, 1921.

Mrs. Josephine C. Bradt,  
Fabens, Texas.

Dear Madam:

We have secured final approval for settlement for right of way for river drain, and your signed voucher is to-day being sent to the fiscal agent for payment.

Inclosed are tax receipts totaling \$43.06, which amount was paid by the Reclamation Service. This has been deducted from the voucher in payment, and addition there was deducted \$1 for recording the Kohlberg release of vendor's lien. This leaves a net amount due you of \$109.94, and check for this amount will be transmitted to you.

Thanking you for your favors in this connection,

Very truly yours,

P W DEBT

District Counsel.

incls.

El Paso, Texas, March 30, 1921.

From District Counsel

To Chief Counsel, Washington.

Subject: Opinion on title to land purchased from J. N. Bradt et ux. under contract dated September 29, 1917, for El Paso Valley river drain - Rio Grande project.

1. Reference is had to opinion by District Counsel Peery dated August 12, 1918, which is the first opinion rendered on this title. Since the date of this opinion the abstract of title was brought down to January 27, 1920, showing a suit in trespass to try title, with Olga Kohlberg, plaintiff, and deed running from this party to the Government vendors. As discussed later in my opinion, deed running to the United States from these vendors and release of the Kohlberg lien were obtained, recorded, and the abstract again brought down to date.

2. Mr. Peery has discussed at some length in his opinion the descriptions of the tract of land of which our right of way is a part. The opinion now rendered does not go into these details, as suit to quiet title was brought, as above noticed. (See p. 41 of abstract.) The description of the land for which this suit was brought has been carefully scaled by the engineering section in the El Paso office, and it is found that the right of way deeded to the United States is a strip of land the west boundary of which corresponds in a fairly accurate manner to the west boundary of the land described in the petition in the trespass to try title. While this west boundary does not exactly coincide at all points, we may safely ignore any slight variations as the two land-owners to the west, W. N. Fink and C. R. Loomis, have in former transactions conveyed their interests in the part of the land which is occupied by the river drain, and at present recognize their boundaries as being designated by the west right of way line of the drain. And further, the United States has now been in actual and undisturbed possession of the right of way for more than three and a half years.

3. At the risk of drawing this opinion out to unnecessary length, it seems advisable to notice some of the matters in the suit to quiet title. The petition in this suit named as defendants the unknown inhabitants of the town of San Elizario et al. Other defendants are the unknown inhabitants of the town of San Elizario at the time of the original grant

from Spain to the said town, and the unknown heirs of said unknown inhabitants. Also, the unknown inhabitants of the town of San Elizario in March, 1853. This date is the date of the confirmation patent running from P. H. Bell, Governor of Texas, to the inhabitants of the town of San Elizario, which is, more specifically, March 8, 1853. (Muniment was filed for record Aug. 22, 1877, Book F, p. 492.) Also as defendants are named all other persons who were inhabitants of the said town at any time prior to 1861, this date being given for the reason that the inhabitants of the town for many years ignored the special charter previous granted (by Act of the State of Texas of April 5, 1871, hereinafter referred to), and organized under the general incorporation laws a municipal corporation, evidenced as follows: Commissioners' Court minutes, October 13, 1879, Book 1, page 64: election ordered to be held November 4, 1879, to determine whether San Elizario be incorporated or not; returns of election canvassed showing incorporation received majority of votes cast; ordered, that the inhabitants of the town of San Elizario are incorporated, etc., February 6, 1880 (Book 1, p. 73). Said incorporation remained in force until April 28, 1885. Also as defendants are named the unknown inhabitants in April, 1871; April 5 of that year being the date of the Texas legislative act granting a charter to incorporate the town of San Elizario . . . giving it, among other powers, the power to hold and dispose of real estate in the manner provided in the charter. (Special Laws 1877, p.83, Chap.42.) Jesus Cartegena de Corros and his unknown heirs are also named as defendants. This party is the grantee in the (second) deed found at page 4 of the abstract, which deed runs from Eulalia Gandara, who is stated to be the wife of Martin Chavez, the latter party being the grantee in the deed (found at same page) running from the town of San Elizario. Both deeds were filed for record on the same date--February 1, 1887, and the record title may be said to emanate from this common source. The rule holds in Texas that in trespass to try title it is not necessary to deraign title beyond a common source, and, while the decree in this suit would be a trifle stronger had the heirs or unknown heirs of Martin Chavez also been joined as defendants, it is my opinion that those who were actually joined constitute sufficient parties to render the decree effective. Defendants answered; court found citation was duly made; default by defendants; and decree rendered after hearing proofs. Decree is conclusive as to title and right of possession. (Arts. 7749 et seq. Tex.Civ.Stats.)

4. The deed running to Government vendors from Olga Kohlberg (p.44) shows that a vendor's lien was retained.

This lien was released, and release appears at page 56 of the abstract. Mrs. Kohlberg is a widow acting in her own right in conveying the property. She acquired the property under her husband's will. (Abstract p.22.)

5. The deed found at page 46 is a donation made for Cuadrilla lateral lying to the south of and not affecting the title now under consideration.

6. The deed at page 48 runs from the County Commissioners to the United States, and is effective as to titles acquired for lands to be used for irrigation purposes by the United States, and is intended to cure cases where the underlying title running from the Grants is defective by reason of having never been perfected in due course, by reason of defective conveyances running from the authorities conveying for the Grants, or where the original deeds were never recorded and were lost or defaced. In this case this conveyance does not have to be relied upon, although it is properly brought into the abstract.

7. The suggestion in paragraph 10 of Mr. Peery's opinion is, I believe, amply carried out with the warranty deed attached, in its existing form, the land being sufficiently identified in accordance with my discussion in paragraph 2, above.

8. When the abstract was finally brought down to date, new tax statement was not requested. The statement at page 50 shows data identifying the land with that abstracted, and that taxes for 1919 were not paid. Since the statement was rendered taxes for that year and for the year 1920 have been paid by the Service and reduction therefor made from sum due in final settlement. I have personally examined the tax receipts, and the payment is also noted, under date of March 15, 1921, upon the tax statement in abstract. As to taxes for the current year, as warranty deed passing title to the United States has been executed and delivered and as taxes for this year have not yet been assessed, such lien will not become effective against the United States, any subsequent taxing proceedings being arrested, under these conditions, as to the Government. (See Opinion April 25, 1910, Secretary of the Interior - D-11479.)

9. The abstract brought down to date to include warranty deed running to the United States and release of the Kohlberg lien, shows no entries of a nature adverse to the interests of the Government. I am of the opinion that good title, unencumbered, now vests in the United States and that payment, less amount of taxes paid by the Service, may now be made

by check drawn to the order of J. N. Bradt and Josephine C. Bradt. If you concur in this opinion, kindly return the inclosed papers (excepting the extra copy of this opinion), and the account will be vouchered and paid. No copy of the warranty deed running to the United States accompanies the papers herewith, as original has already been executed and delivered, and same appears in the abstract. The original deed, with extra copy and blueprints and other papers as required by the regulations, will accompany the voucher when it is forwarded with the accounts of the fiscal agent.

P W DEWE

Copy to C. E. Denver.

incls. Orig. agreement to sell.  
Abstract of title.  
Orig. warranty deed.  
Blueprint.  
Orig. Mr. Peery's opinion  
Aug. 12, 1918.  
Possessory certificate.  
Extra copy above opinion.

El Paso, Texas, March 14, 1921.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed herewith, to be brought down to date, is abstract No. 15088. Please include warranty deed dated March 14, 1921, running from J. W. Braadt et ux. to the United States, and release of vendor's lien dated March 12, 1921, running from Olga Kohlberg to the above named parties.

New tax statement is not necessary.

Very truly yours,

E W DENT

District Counsel.

incl.

El Paso, Texas, March 14, 1921.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are warranty deed dated March 14, 1921, running from Josephine C. Bradt et vir, and release dated March 12, 1921, running from Olga Kohlberg to the above named parties.

Very truly yours,

incls.

P W DENT

District Counsel.



El Paso, Texas,  
February 2, 1921.

Mrs. J. N. Bradt,  
Fabens, Texas.

Dear Mrs. Bradt:

When we came to make final examination of your title we found that this warranty deed running from Olga Kolberg, which you secured under date of December 1, 1918, retains a vendors lien against this property. This lien will, of course have to be released before we can go ahead with settlement. A release has been drawn and is enclosed herewith which you will kindly have Mrs. Kolberg execute and then return to our office, and we will have it recorded.

Upon making an investigation of your taxes we find that although you have paid some taxes for the year 1920, those assessed against the land in which the Reclamation Service is interested are still unpaid. Will you kindly look into this matter and either pay the taxes or have the county tax records corrected? Advise us accordingly.

Thanking you for this and other favors,

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,  
July 26, 1920.

Mrs. J. H. Bradt,  
Fabens, Texas.

Dear Madam:

Under date of March 24, we sent you a warranty deed and voucher, the deed to be executed and the voucher to be signed by yourself and Mr. Bradt, and returned to this office. To date we are still not in receipt of these papers. Kindly take necessary action.

We again take the liberty of calling your attention to a 50¢ revenue stamp which should be affixed, and to the matter of taxes for the year 1919 which were at the time of your former letter, unpaid, and which will have to be paid before we can make settlement with you for the land.

Very truly yours,

P W DENT

District Counsel.

El Paso, Tex.  
March 24, 1920.

Mrs. J. N. Bradt,  
Fabens, Texas.

Dear Madam:

Inclosed is warranty deed running to the United States and voucher covering the tract of land that you agreed to convey to the United States for River Drain right of way. Please execute this deed also having Mr. Bradt sign and return to this office. Both yourself and husband should also sign the voucher. When these papers are properly executed and the deed is recorded, we will send all instruments relating to the transaction, to our Department for approval, and when final approval is received, payment can be made to you.

The warranty deed should have affixed, the United States Internal Revenue Stamp for 50-cents, which please do not overlook.

It is noted that taxes for 1919 amounting to \$16.90 remain unpaid. Taxes will, of course, have to be paid up to date before final settlement can be made.

Very truly yours,

C. E. Harvey *C. E. Harvey*

~~Asst.~~ District Counsel.

incls.

El Paso, Tex., March 22, 1920.

Pioneer Abstract & Guarantee Title Co.,  
First National Bank Bldg.,  
El Paso, Tex.

Gentlemen:

In looking over Abstract 18008, which is an extension of the Olga Kohlberg- Bradt title, we find that this extension consists of the following:

Caption		\$	.75
Index			.75
Suit, 3 pages	\$1.00 - .50 - .50		2.00
Warranty deed, 2 pages	.75 - .50		1.25
Quit Claim deed	" " " "		1.25
" " " " " "	" " " "		1.25
Tax Certificate			1.50
Certificate to Abstract			.75
			<hr/>
Total		\$	9.50

Your bill calls for \$15.00 Under the terms of our contract, which is the only basis and in fact the only authority which we have for paying for this abstracting work, it would appear that there is some error in billing. Kindly advise us as to this.

In line with recent conversation with Mr. Gillot, we understand that you contemplate raising rates for Reclamation Service abstracting to the regular commercial rates. It is possible that you have billed in the present instance and also for the Miguel Jurado abstract, about which we wrote you under date of March 6, and regarding which we have as yet received no reply, at such other or regular rates. If you deem it necessary to advance rates we will be willing to entertain the proposition. It will, however, necessitate the cancellation of existing contract dated Oct. 16, 1916, and entering into a new contract for new rates. This matter should be initiated by your company and perhaps the sooner the better. Please bear in mind, however, that it will be necessary for us, under our regulations, to insist upon the old rates until new rates are evidenced by another formal contract duly executed and accepted by our department.

Thanking you for past favors, we are

Very truly yours,

Enc. Bill for Kohlberg-  
Bradt Abstract.

P. W. Dent  
District Counsel.

Jan. 21, 1920.

Mr. Lawson:

Mrs. J. N. Bradt has been in our office twice recently in regard to settlement for right of way purchase for the lower valley River Drain. This purchase is evidenced by a contract dated Sept. 29, 1917 carrying a consideration of \$154.00, and in this connection Mrs. Bradt has brought up the matter of having water bill penalties remitted. While the contract is of rather long standing, we think it proper to take into account the following facts: Abstract of title was made up and Mrs. Bradt was informed by a letter dated Aug. 15, 1918, that her record title was in very poor condition; in fact the abstract stopped with the title in Olga Kohlberg and showed no title whatever in Mrs. Bradt. Mrs. Bradt called at our office Sept. 21, 1918, and the title was discussed with her at that time and the abstract of title turned over to her in order that she might confer with her attorney in regard to the title, which she stated her attorney would assure us was in good condition. The next we heard from her was April 14, 1919, when she called at our office and stated that by certain litigation and conveyances running to herself, her title had been put in acceptable condition. On the latter date Mrs. Bradt, did not, however bring back her abstract and she was informed

that we must be again put in possession of this before we could proceed further, and she stated that she would attend to the matter at once and see that we got the abstract without delay. About three days ago she again called at our office, wanting to know why the transaction had not been closed and we again brought to her attention the fact that she was still keeping the abstract. She then stated that she was quite sure that we must have the abstract in our possession but we assured her that we did not have it. Upon further search Mrs. Bradt located the abstract of title and has today turned it over to us.

We are now going ahead with the matter, but in view of the history of the case you will probably not feel that there is anything coming to Mrs. Bradt in view especially of this pending right of way purchase.

Harvey.

El Paso, Tex.  
Jan. 21, 1920.

Pioneer Abstract and Guarantee Title Co.  
El Paso, Tex.

Gentlemen:

Transmitted herewith is abstract  
No. 15088 which please bring down to date.  
We understand that a suit based upon limitation  
was brought to quiet title in Olga Kohlberg and  
that since judgment was rendered, deed from  
Kohlberg to Mrs Bradt has been executed and  
recorded.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

El Paso, Texas,  
January 17, 1920.

Mrs. J. N. Bradt,  
Fabens, Texas.

Dear Mrs. Bradt:

I am informed that you were in the Reclamation Service office last Saturday and explained to Miss Flournoy that the warranty deed and voucher for right of way purchase had never come into your hands through the mail. I regret exceedingly that this is the case and I am enclosing other copies of these same instruments which kindly execute and return. It is a matter of regret to this office that you did not sooner notify us, but of course not having received our letter which was written last March, or ten months ago, you were not aware of what action had been taken.

Mr. Bradt should also sign the deed and it should have a 50¢ United States documentary revenue stamp affixed and cancelled, which stamp it is customary for the grantor to supply. Mr. Hoadley can take the acknowledgment of both yourself and Mr. Bradt, and thus avoid your incurring any notarial expense. Mr. Bradt should also sign the voucher with you.

In regard to your claim for additional acreage not covered by the existing agreement to sell and the enclosed deed (the land description in the deed being identical with your agreement to sell) it is my recollection that you raised this point on another occasion and that you were at that time referred to Mr. Hoadley who is in charge of our right of way negotiations. You are referred to Mr. Hoadley for the reason that my office is concerned largely with the agreement to sell and in securing settlements to the landowners I am obliged to rely implicitly upon the land description as contained in the original agreement to sell. In fact our regulations not only compel us to rely upon this contract, but we feel that after it is signed by a landowner in a given case ~~that~~ he also regards the matter as a means of securing to himself full satisfaction for his entire claim or claims. This does not mean, however, that you are precluded from any further claims, but such further claims, that is, claims outside of and additional to the existing contract,



must be taken up anew with Mr. Lawson's force of which Mr. Hoadley is a member. If our surveys are wrong the matter will have to be rectified by means of a new agreement containing a description of the additional land and this agreement will have to be signed by yourself and Mr. Bradt, and sent to the Washington office and duly approved there and returned to us in order that the transaction may be closed by another warranty deed and voucher, which will, of course, involve another examination of your title as disclosed by the abstract brought down to date. As intimated above, we are perfectly willing and agreeable to going through this routine, but all of it will be predicated upon your first substantiating your claims through Mr. Hoadley. Mr. Hoadley is in the field a great deal and if you again come to the project office it would be well first to make a definite appointment, either by mail or telephone. We feel sure that he will be glad to extend every courtesy in considering your claim.

There have been so many delays in settling upon the existing agreement to sell that we deem it best to go forward with settlement upon the warranty deed and voucher enclosed, and to this end we ask that you take the greatest of care of these instruments and return them to this office duly executed without delay. Any other claims which you have to submit can be made the subject matter of additional contracts as outlined above.

Very truly yours,

P W NEBERT

District Counsel.

El Paso, Texas, August 15, 1918.

Mr. J. N. Bradt,  
El Paso, Texas.

Dear Sir:

Examination of the abstract of title to the property you propose to convey to the United States under contract dated September 29, 1917, discloses the following:

The grant from the Town of San Elizario runs to one Martin Chavez, and the next conveyance is from Eulalia Gandara, who apparently claims to be the wife of said Martin Chavez, to Jesus Cartyena de Corros. A showing must be made as to how the wife of Martin Chavez came to have such a widely different name as that of Gandara; that at the time of the conveyance to de Corros, Martin Chavez was dead; and if his wife had again married before her conveyance, what became of her second husband's interest in the land; and also a showing to the effect that there were no heirs or other claimants under the Martin Chavez title except his wife, so called in her conveyance.

The next conveyance is from Agaton Porras and Jesus Porras, his wife, to one Maximo Aranda. In this case it will be necessary to make a showing to the effect that Jesus Cartyena de Corros is the same person as Jesus Porras, wife of Agaton Porras; in other words that de Corros is the same woman who changed her name to Porras by marrying Agaton Porras.

From Maximo Aranda the title to the land finally came to one Olga Kohlberg through a will. Here the record title stops as to conveyances. It will, of course, be necessary for you to show record title in yourself before the United States can accept deed from you. The property is assessed in the name of Kohlberg.

If you can give information that will throw light on the old deeds referred to above, the first of which was passed from the Town of San Elizario in 1876 but which relates back to a grant that was made in 1858, we should be pleased to have you do so. We will undoubtedly have to get in touch with some of the old residents who can make affidavits in regard to these early settlers.

*Abstract Bradt  
to Mrs. Bradt  
(Sept. 21-18  
for mailing in)  
office  
Mrs Bradt stated  
4/14-19 that  
she would  
take care  
of the deed  
put in good  
shape  
11-3-20  
Mrs Bradt  
said she  
would try  
to find the  
abstract*

We do not question your present title, which is probably good, and trust you will understand our position in the matter of having to connect the record up by sufficient statements to cover the above points. This will likely have to include the recording of a conveyance from the Kohlberg title to yourself. We suggest that you call at this office or have such persons call here who can give us the required facts in regard to the early transactions affecting your land.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas.  
Jan. 8, 1920.

Mrs. J. N. Bradt,  
Fabens, Texas.

Dear Madam:

On July 26 last we addressed a letter to you enclosing warranty deed to be executed and voucher to be signed, both papers to be returned to this office. 50¢ documentary revenue stamp should be affixed to the deed. Kindly advise what has become of these papers. If same never reached you, we will be glad to prepare others, but if you have them please take the necessary action in order that this transaction may be closed.

Very truly yours,

P W DENT

District Counsel.

Los Angeles, Cal.,  
Aug. 12, 1918.

District Counsel Edwin H. Peery,

To District Counsel P. W. Dent, El Paso, Texas.

Subject; Purchase of tract of land from J. M. Bradt and wife for the Rio Grande Project, New Mexico, Texas.

1. I have examined the abstract covering land embraced in agreement of Sept. 29, 1917, between J. M. Bradt and Josephine C. Bradt, his wife, with the United States, situated in the South-east Quarter of the South-west Quarter of Section 30, and the North-east Quarter of the North-west Quarter of Section 31, Township 33 South, Range 8 East, N. M. P. M. of the U. S. Reclamation Service survey; which land the United States is proceeding to acquire, in pursuance of said agreement, in consideration of the sum of \$154., the construction of a bridge across the El Paso Valley River Drain, and the repair or reconstruction of an existing lateral.

2. The tract to be acquired comprises 2.2 acres, and is situated within the right of way strip of the River Drain. The abstract indicates that the land is situated within the San Elizario Grant, but no mention of such location is made in the agreement.

3. The abstract discloses (Entry No. 4) a certificate or recital of an allotment by Clemente Pérez, dated May 29, 1876, stating in effect that in 1858, he, being then Justice of the Peace, gave to Martin Chavez a tract of land to work in the Cuadrilla, lying between the Acequia Vieja, and the land of Dolores Apodaca, and describing the same by metes and bounds.

4. In the same entry, and apparently attached to or endorsed upon said certificate, is shown a writing dated Dec. 8, 1876, signed by Eulalia Gandara, giving to Jesus Cartyena de Corros "all right, title and interest in the aforesaid deed given to my husband Martin Chavez."

5. At entry No. 5 is set forth a survey by J. W. Eubanks, designated as Survey No. 141, which roughly corresponds with the Martin Chavez allotment. On Nov. 29, 1886, Agaton Porras, and Jesus Porras, his wife, conveyed said survey numbered 141 to Maximo Aranda.

This title came down through several deeds and a will to Olga Kohlberg.

6. The tract of land is designated in the abstract as the Porrás tract, and presumably is the one out of which the land to be purchased is taken. The West boundary of the tract appears to be along an arroyo, and this, together with the acequia madre bounding the tract on the North, may be the means of identifying the tract with the land to be purchased.

7. It is possible that the person designated at Entry No. 4 as Jesus Cartyena de Corros may be the same as Jesus, the wife of Agaton Porrás, grantor, in deed No. 6. If so, the title of the wife of the original grantee or allottee of the Town of San Elizario, whatever it was, has passed to Olga Kohlberg. If not, it will be necessary to show how the title passed from Jesus Cartyena de Corros to Agaton Porrás, and also in what manner the latter acquired the title of Martin Chavez.

8. J. N. Bradt, the Government vendor, does not appear to have any interest in the land covered by the abstract, and before concluding the purchase a deed must be shown from the owner conveying the property to him.

9. The abstract shows no assessment of the premises, but it is indicated in the tax certificate that the property might possibly have been assessed in the name of Kohlberg. A further examination should be made to ascertain whether the property has been assessed under the name of any of the record owners.

10. The deed to be executed should show that the tract to be purchased is a part of the tract abstracted. From the blue print attached to the agreement it appears that the description commences at the South-west corner of property of J. N. Bradt. If this property corresponds with that designated in the abstract as the Porrás tract, the beginning point should be described as located at the South-west corner of said tract of land, referring to it as the tract described in some one of the deeds.

11. After the above matters have been adjusted to your satisfaction, the papers may be submitted for final opinion. It will not be necessary to continue the abstract

10.9. 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.

10.10. The United States will construct a suitable bridge across the El Paso Valley River Drain at a point to be designated by the Vendor and will repair or reconstruct an existing lateral lying along the north boundary of the right of way described above wherever the same may be damaged or destroyed by the operations of the United States Reclamation Service in the construction of the said drainage canal.

Sheet No. 1.

El Paso, Texas, May 4, 1918.

From C. F. Harvey, Clerk.

To Edwin H. Peery, District Counsel, Los Angeles.

Subject: Forwarding title papers for examination.

1. The following abstracts, with agreement to sell and blueprint for each case, are forwarded herewith for your examination:

I. G. Gaal  
 J. H. Bradt  
 Luis Torres  
 Jesus Dominguez  
 Elizabeth Bowington  
 Antonio Laseich  
 C. H. Cottingham

2. With the exception of the last two cases, I believe these are all new with you. The Antonio Laseich abstract was returned for the purpose of having additional land included in it, and your notes in regard to this matter are also inclosed with the abstract. The Cottingham abstract was held up awaiting decision of the New Mexico Supreme Court in the title suit, and this decision is now included in the abstract and confirms title in Cottingham. In the extension of the abstract, however, there now appears a judgment for taxes and penalties, but a representative of Cottingham's was in the office yesterday and authorized us to pay taxes and deduct same from purchase payment.

3. Reference is had to papers in the Ramon C. Gonzales purchase. Under date of April 22 we wrote Gonzales at Derry, N. Mex., stating that you had taken these papers with you to Hillsboro, and sent you copy of this letter with note at the bottom asking to be corrected if we were mistaken and stating that we would await your further advice. Have you the Gonzales papers? We do not find them here.

C F HARVEY

incls.



CERTIFICATE.

I, A. B. PREUSS, Assistant District Counsel, U. S. Reclamation Service, hereby certify that I have personally examined the official records in and for El Paso County, State of Texas, and that said records indicate that:

J. N. BRADT and Mrs. J. C. BRADT, his wife, are the apparent and reputed owners of the .33 of an acre of land lying in the SW-NE $\frac{1}{4}$  of Section 31, Township 33 South, Range 8 East, U. S. Reclamation Service Survey, conveyed to the United States by donation deed dated August 2, 1917; And

There are no existing mortgages, liens or other incumbrances on the land above described, except tax lien for 1916; And

I further certify that the said J. N. BRADT and wife are in sole and exclusive possession of the property described in the aforesaid deed, claiming to be the owner and no person claiming a right in such property adverse to the grantor is in possession of any part of it.

---

El Paso, Texas,  
December 10, 1917.

Project Office

Approved May 27, 1910, by the  
Secretary of the Interior.

Form 7-276  
2-15

THIS AGREEMENT, made September 29th

nineteen hundred and ~~seventeen~~, between J. H. Bradt

and Josephine C. Bradt, his wife, of El Paso

County, Texas, for them selves their heirs, legal represen-  
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

U.S. Stanton, Acting Project Manager, of the United States Reclamation Service,  
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902  
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

tract of land situated in the southeast quarter of the southwest quarter (SW<sup>1</sup>/<sub>4</sub>) of section thirty (30), and the Northeast quarter of the Northwest quarter (NE<sup>1</sup>/<sub>4</sub>) of section thirty-one (31) Township thirty-three (33) South, Range eight (8) East of the U. S. Reclamation Service survey, said tract of land being more particularly described as follows: Beginning at the Northwest corner of the tract herein described, from which corner the Southeast corner of said section thirty (30) bears South 35° 12½' East three thousand six hundred eighty-two and one-tenth (3682.1) feet distant; thence North 15° 25' East three hundred twenty-eight and one-tenth (328.1) feet along the property line between lands of Vendor and C. Loomis; thence South 29° 49½' East one thousand two hundred thirty-eight and six-tenths (1238.6) feet along the east right of way boundary of the river drain; thence South 55° 35' East eighty-six and one-tenth (86.1) feet along the property line between lands of Vendor and Grand View Realty Co; thence North 25° 10' East one hundred thirty and seven-tenths (130.7) feet along the property line between lands of Vendor and W. H. Fink; thence continuing on said property line North 29° 40' East one hundred thirty-nine and three-tenths (139.3) feet, and North 31° 20½' East six hundred sixty-one and seven-tenths (661.7) feet to place of beginning and containing two and two-tenths (2.2) acres, more or less.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

T. W. Hinds J. H. Braadt

of Douglas, Ariz.

T. W. Hinds Josephine C. Braadt

of Douglas, Ariz.

Vendor.

of H. S. Stanton

For and on behalf of the United States of America.

STATE OF Arizona

COUNTY OF Cochise ss:

I, D. Dill, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that J. H. Braadt

who is personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

is

signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Josephine C. Braadt separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declare that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do es not wish to retract the same.

Given under my hand and official seal, this 29th day of September, 1917

[SEAL.]

D. Dill

Notary Public.

My commission expires August 16, 1921.

Approved this 26<sup>th</sup> day of October, 1917

Morris Bein  
Comptroller, U. S. R. S.  
Acting Director  
J. B. M.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 2, 1917

Acting Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated September 29, 1917. Rio Grande Project.

Executed by H. S. Stanton, Acting Project Manager,

With J. N. Bradt and wife,

Estimated amount involved, \$ 154.00 (See Gen'l Order No. 124)

Purpose of agreement: Acquisition of right of way for El Paso Valley River Drain.  
(See instructions on back, Pars. 4 and 5)

No authority number yet issued.

~~Original and one copy to be transmitted.~~ (Strike out if no and transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Counsel at El Paso, Texas, on the approval of the above.

(sd) H. S. Stanton

(Signature.) Acting P. M.

Encls.

- 3 copies form letter.
- 4 copies contract.

(The blanks below to be filled in the Washington Office.)

Approved by *Ernest Brien*, Acting Director, *17* 1917  
Date of approval OCT 26 1917

Bond, if any, approved by same officer on same date.

Original enclosed for record *herewith*

Respectfully transmitted to Director, Washington, for approval. Encs: 1 orig. & 2 copies of Agreement to sell. 1 " " Form letter. 1 " " Report on land Agreement.

Denver, Colo. Oct. 10, 1917

L. F. Walter, Acting Chief of Construction

Chief Counsel,

District Counsel, El Paso, Texas.

Acquisition of land - Opinion of title to land being acquired from J. N. Bfadt and wife under contract of Sept. 29, 1917, for El Paso Valley river drain - Rio Grande project.

1. We have your opinion of March 30, 1921, abstract No. 15088 and the extensions thereof, and other papers mentioned in your opinion.

2. The purchase price of this land is shown by the deed to be \$154.00.

3. As disclosed by your opinion and the other papers, an opinion of this title was submitted to Mr. Perry some time ago, who found certain objections thereto. Since then a suit instituted for the purpose of quieting the title has been prosecuted and the abstract brought down to March 17, 1921. A careful examination of the abstract and of the disclosed proceedings in the court action was sufficient to convince us that we now have a reasonably satisfactory title to this tract of land.

4. It is shown that taxes heretofore unpaid have been paid and that there are no liens adverse to the interests of the United States.

5. We concur therefore, in your recommendation that this transaction be closed by payment of the purchase price in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation Manual.

Enclosures:

- District Counsel's opinion of Mar. 30, 1921.
- Abstract of title.
- Agreement to sell.
- District Counsel Peery's letter of Aug. 12, 1918.
- Blue print.
- Possessory certificate.
- Deed, recorded.
- Extra copy of this opinion.

CG- C.E.

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, Sept. 29, 1917.

I, L. R. Flock, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J.N. Dradt et ux., in southeast quarter of the southwest quarter of sec. 30, and the northeast quarter of the northwest quarter of sec. 31, township 33 south, range 8 east, U.S. Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

L R FLOCK

---

Assistant Engineer.

El Paso, Texas, Aug. 2, 1917.

The County Clerk,

El Paso, Texas.

Dear Sir:

Herewith is transmitted for recordation and return Quit Claim Deed of J. N. Braht and wife to the United States, dated August 2, 1917.

Very truly yours,

Asst. District Counsel.

780. -

BRADY, J. C. ET AL. JUN RIVER 045  
BRADY, J. C. & JOSEPHINE RIO GRANDE

RIO GRANDE

780. -



Filed for Record March 16<sup>th</sup> 1921 at 8:40 A.M. ( W. D. Greet County Clerk

And Recorded March 22<sup>nd</sup> 1921 at 10:11 A.M. )

By Florence C. Rock

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35154

WARRANTY DEED

THE STATE OF TEXAS ( )  
COUNTY OF EL PASO ( )

KNOW ALL MEN BY THESE PRESENTS: J. N. Bradt and Josephine C. Bradt, husband and wife, of the County of El Paso, State of Texas, in consideration of the sum of One hundred and fifty four and no/100 (\$154.00) DOLLARS, to us in hand paid by The United States of America pursuant to the Act of Congress June 17, 1908 (35 STAT. 308) and acts amendatory thereof or supplemental thereto the receipt of which is hereby acknowledged have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to wit: A tract of land situated in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section thirty (30), and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section thirty one (31) Township thirty three (33) South, Range eight (8) East of the U. S. Reclamation Service Survey, said tract of land being more particularly described as follows: Beginning at the Northwest corner of the tract herein described from which corner the Southeast corner of said Section thirty (30) bears South 32°13' East three thousand six hundred eighty two and one tenth (3682.1) feet distant; thence North 11° 23' West three hundred twenty eight and one tenth (328.1) feet along the property line between lands of Grantors herein and C. Loomis; thence South 29°49' East one thousand two hundred thirty eight and six tenths (1238.6) feet along the east right of way boundary of the River Drain; thence South 55°35' West eight six and one tenth (86.1) feet along the property line between lands of Grantors herein and Grand View Realty Co; thence North 25°10' West one hundred thirty and seven tenths (130.7) feet along the property line between lands of Grantors herein and W. H. Fink; thence continuing on said property line North 29°40' West one hundred thirty nine and three tenths (139.3) feet, and North 31° 25' West six hundred sixty one and seven tenths (661.7) feet to place of beginning, and containing two and two tenths (2.2) acres, more or less.

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 The United States of America, its successors or 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 the United States of America, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at El Paso, Texas this 14th day of March, A. D. 1921.

J. N. Bradt

Josephine C. Bradt

Witnesses at Request of Grantor:—

One 50¢ Documentary Rev. Stamp Cancelled: J.N.B. J.C.B. 3/14/21.

THE STATE OF TEXAS ( )  
COUNTY OF EL PASO ( )

BEFORE ME, Geo. W. Hoadley a Notary Public in and for El Paso County, Texas,

on this day personally appeared J. H. Bradt known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14th day of March, 1921.

(Notarial Seal)

Geo. W. Hoadley  
Notary Public,  
El Paso Co. Texas.

My Com. exp. June 1, 1921.

THE STATE OF TEXAS ( )  
COUNTY OF EL PASO. ( )

Before me, Geo. W. Hoadley a Notary Public in and for El Paso County, Texas, on this day personally appeared Josephine C. Bradt wife of J. H. Bradt known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Josephine C. Bradt acknowledged such instrument to be her act and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 14th day of March, 1921.

(Notarial Seal)

Geo. W. Hoadley  
Notary Public,  
El Paso County, Texas.

My com. exp. June 1, 1921.

Filed for Record March 16" 1921 at 8:40 A.M. ( W. D. Creet County Clerk

And Recorded March 22" 1921 at 10:40 A.M. ( By Florence C. Rock

3 5 1 3 6

PARTIAL RELEASE

RELEASE OF JUDGMENT LIEN.

STATE OF TEXAS ( )  
COUNTY OF GRAYSON ( )

Whereas, on the 30th day of April, A. D. 1917, plaintiff, Texas Company of Sherman, Texas, recovered judgment against George S. Bovee, defendant, in Justice Court, Precinct No. 1 in Grayson County, Texas, before Henry Wilson, a Justice of the Peace, in Cause No# 5173 on the docket of said court in Book Civil Docket, page 21, for the sum of \$180.85, with interest thereon, together with all costs therein, and at which suit abstract of judgment was made and filed for record with the County Clerk of El Paso County, Texas, and recorded in the Judgment records thereof in Book 4 on page 231, judgment thereby operating as a lien upon lands of the said defendant situated in the El Paso County; and

Whereas, By agreement dated May 24, 1919, between the United States of America and the said Geo. S. Bovee, joined therein by Minnie Bovee, his wife, the said named parties agreed to convey a certain tract or parcel of land for drainage rights for the Rio Grande project of the United States Reclamation Service, free of all liens and incumbrances, which tract of land contains 2.72 acres, more or less, lying in El Paso County, Texas, being more fully described in the said agreement to which reference is hereby made, and duly recorded in