

980.

JOHNSON, A., et. ux. Mrs. W. I. PURCHASE OF IMPROVEMENTS (For Land Acquisition - McDonald)

180
RIVER DRAIN

0023-0082-0053-00

16-(53) Texas

NOT INDEXED
ASSUMED NOT RECORDED

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made September 12, nineteen hundred
and twenty-three, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. H. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper
~~supervisory officer of the United States Reclamation Service,~~ and A. Johnson and
Mrs. W. L. Johnson, his wife,

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

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor will~~

2. For and in consideration of the payments to be made by the
United States, as hereinafter provided, and of the covenants herein
contained, the Vendor does hereby sell, assign, transfer, and set
over to the United States free and clear of any lien or incumbrance,
all seedings and growing crops, including a crop of cotton, grow-
ing upon that certain piece or parcel of land situated in the County
of El Paso, State of Texas, particularly described as follows, to
wit:

A tract of land approximately one-quarter ($\frac{1}{4}$) of a mile West
of the Town of San Elizario, Texas, in the Northeast quarter of the
Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section five (5), Township thirty-
three (33) South, Range seven (7) East, New Mexico Principal Merid-
ian, Bureau of Reclamation survey; being also in the San Elizario
Grant, and more particularly described as follows:

Beginning at a point on the North property line of land of the
Vendor, and from which point the Northwest corner of said Section
five (5) bears North thirty-seven (37) degrees twenty (20) minutes
fifty (50) seconds West three thousand four hundred forty-three and
fifty-eight hundredths (3443.58) feet; thence South nine (09) degrees
fifty-five (55) minutes East two hundred sixty-nine and fifty-two
hundredths (269.52) feet to the property line between land of the

Correct as to Engineering Data
Date

Vendor and A. Lucero; thence along said property line South thirty-nine (39) degrees thirty-eight (38) minutes West one hundred fifty-seven and seventy-hundredths (157.70) feet; thence North nine (09) degrees fifty-five (55) minutes West three hundred eighty-eight and twenty-seven hundredths (388.27) feet to a point on the North property line of land of the Vendor, from which point the Northwest corner of said Section five (5) bears North thirty-five (35) degrees forty (40) minutes West three thousand three hundred seventy-five and twenty-three hundredths (3375.23) feet; thence along said North property line North eighty-seven (87) degrees fifty-three (53) minutes East one hundred twenty-one and twelve-hundredths (121.12) feet to the point of beginning; said tract of land containing ninety-one hundredths (0.91) of an acre, more or less;

Also a tract of land approximately one-quarter ($\frac{1}{4}$) of a mile West of the Town of San Elizario, Texas, in the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant, and more particularly described as follows:

Beginning at a point which is the most Southerly corner of land of the Vendor, and from which point the Southeast corner of said Section five (5) bears South sixty-five (65) degrees fifty (50) minutes thirty-three (33) seconds East three thousand two hundred eighty-eight and eighteen-hundredths (3288.18) feet; thence along the Southwesterly property line of land of the Vendor North sixty-three (63) degrees forty-seven (47) minutes West one hundred thirty-eight and sixty-seven hundredths (138.67) feet; thence North nine (09) degrees fifty-five (55) minutes West six hundred fifty-one and twenty-one hundredths (651.21) feet to the property line between land of the Vendor and A. Lucero; thence along said property line South thirty-two (32) degrees twelve (12) minutes East two hundred eighty and eighty-one hundredths (280.81) feet to the most Southerly corner of land of said A. Lucero; thence along the property line between land of the Vendor and the said A. Lucero North forty (40) degrees one (01) minute East seventeen and sixty-seven hundredths (17.67) feet to a point from which the Southeast corner of said Section five (5) bears South fifty-nine (59) degrees nineteen (19) minutes thirty-six (36) seconds East three thousand five hundred seventy-six and eleven-hundredths (3576.11) feet; thence South nine (09) degrees fifty-five (55) minutes East four hundred seventy-six and sixty-five hundredths (476.65) feet; thence South thirty-five (35) degrees thirty (30) minutes West eleven and twenty-three hundredths (11.23) feet to the point of beginning; said tract of land containing one and fifty-two hundredths (1.52) acres, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States, so far as such liability may attach by reason of damage to

the said crop of cotton thereon or to any and all other property of the Vendor upon said land.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of One Hundred Thirty and no/100 (\$130.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements, including said crop of cotton, and that at the time of entry upon the said land by the United States, they were the owners of a leasehold thereof, and that the said improvements are free from any lien or incumbrance, and for this purpose will submit any abstract or other title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

6. The Vendor, upon request by the proper officials of the Bureau of Reclamation, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Bureau of Reclamation are necessary to show good title, unincumbered, in the Vendor to the property purchased.

7. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

~~c~~ The ~~contractor~~ ^{Vendor} expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the ~~contractor~~ ^{Vendor} in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

~~Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

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

9. No interest in this agreement shall be transferred by the ^{Vendor} 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.

10. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

11. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. E., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

By L. M. Lawson

Project Manager, U. S. R. S.

A. Johnson

Mrs. W. L. Johnson

Vendor ~~Contractor~~

* By _____

P. O. Address Fahens, Texas.

† Approved: _____

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, U. S. R. S.

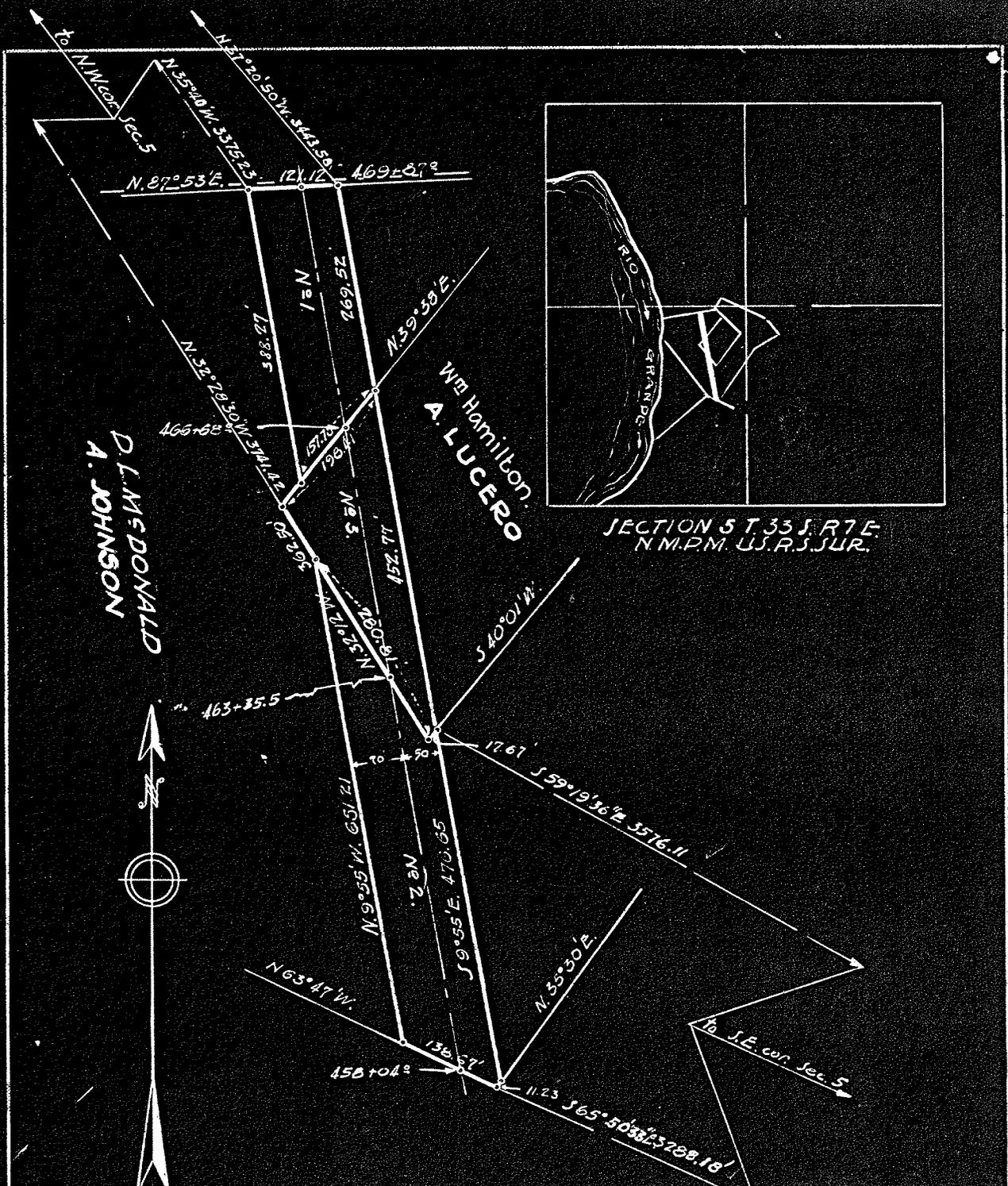
Subscribed and sworn to before me at _____

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

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

INSTRUCTIONS

- 1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.
- 2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)
- 3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
- 4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
- 5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.
- 6. A contract with a firm should describe the Contractor in the preamble as: "_____ and _____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."
- 7. A contract with a corporation should describe the Contractor in the preamble as: "_____, a corporation duly organized under the laws of the State (or Territory) of _____" The signature should be in the following form: "_____ by _____" (giving official designation), and the corporate seal should be affixed.
- 8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.
- 9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.



R of W. Tract No 1 = .91 Acres } D.L. McDONALD & JOHNSON
 " No 2 = 1.52 " }
 " No 3 = .85 " } A. LUCERO

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR,
 UNITED STATES RECLAMATION SERVICE,
 RIO GRANDE PROJECT- NEW MEXICO-TEXAS
 - EL PASO VALLEY -
 RIVER DRAIN,
 RIGHT OF WAY

FIELD WORK: CHECKED:
 DRAWN: A.T.B. APPROVED:

EL PASO, TEX., 5-29-23

CERTIFICATE AS TO TITLE

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

A Tract of land containing 1.52 acres, more or less, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 33 South, Range 7 East, New Mexico Principal Meridian, Bureau of Reclamation survey, El Paso County, Texas, and more particularly described in agreement with A. Johnson and Mrs. W. L. Johnson, his wife, dated September 12, 1923;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that D. L. McDonald, the reputed owner, is the actual owner, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land, or the crop of cotton thereon; and upon further investigation of title I find that A. Johnson and Mrs. W. L. Johnson, his wife, the above mentioned Vendors, are lessees thereon, and that no other person has a claim to the crop of cotton now on the land for which compensation is to be made under said agreement; that the taxes for the year 1923 are not yet payable, and as the land on which the cotton crop to be acquired is located is but a small part of the total holding, and as it is believed that the remaining land is of more than sufficient value to meet the 1923 taxes; recommendation is therefore made that payment of the taxes for the year 1923 be waived as a condition prior to the payment of the purchase price for the crop of cotton. (See letter Feb. 24, 1922, C.O. to D.C., El Paso; acquisition of lands, etc.).

El Paso, Texas, September 13, 1923. J. H. Hamilton
Clerk

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land held under lease by A. Johnson and Mrs. W. L. Johnson, his wife, and referred to in agreement dated September 12, 1923, with the said A. Johnson and Mrs. W. L. Johnson, his wife, lying in the NE $\frac{1}{4}$ SW $\frac{1}{2}$ of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey, El Paso County, Texas, and acquired by the United States for the Rio Grande Project, and that the said Vendors were in actual, sole and exclusive possession of the land, claiming to be the lessors thereof and the owners of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer

El Paso, Texas, September 13, 1923.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated September 12, 1923, with A. Johnson and Mrs. W. L. Johnson, his wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the River Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$130.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Project Manager.

El Paso, Texas, September 13, 1923.

See 16 - (53) for Land Acquisition
McDonald

Form 7-523tr
Reprint of Mar., 1921.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, SEP 14 1923
(Place) (Date)

Project Manager to District Counsel
Subject: Forwarding for approval as to form, execution, and legal sufficiency of the agency contract dated September 12, 1923

With A. Johnson and Mrs. W. L. Johnson, his wife,
Estimated amount involved, \$130.00 Authority No. 6-63G-R4
Accompanied by bond and copies or Clearing Acct.
(Insert "Yes" or "No" bond) No bond

Purpose: Payment for crop of cotton on land held by vendor under lease. (For precedent see contract dated April 8, 1922, with F. E. Griffin in connection with acquisition of right of way for Rogers Lateral) involving similar conditions).

Advise Project Manager at El Paso, Texas (Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

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

Tom Rawson
(Signature) Project Manager

El Paso, Texas, SEP 14 1923
(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by J. H. Hamilton
on SEP 14 1923 Clerk

Inclosures as follows returned to Project Manager:

(Same as above)