

780

BROWN, F. C., et. ux., Hattie D.

WARRANTY DEED

183

RIVERSIDE CANAL

0023-0080-0027-00

14-(27) Texas



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

July 7th., 1928.

Received from the Bureau of Reclamation Abstract  
of Title #4126, prepared by Rio Grande Abstract Co.: #12941  
prepared by El Paso Title Co, and #6358 prepared by Pioneer  
Abstract Company, all covering the title to Survey No. One  
Hundred Sixty-seven (167) of the Socorro Grant in El Paso  
County, Texas.

*J E Brown*

*J E Brown*

El Paso, Texas, May 31, 1928.

From: District Counsel

To: ActingSupt., L. R. Plock, Rio Grande Project.

Subject: Acquisition of land - Opinion of title to land described in contract dated April 17, 1928, with F. C. Brown, and Hattie D. Brown, area 2.58 acres; consideration \$258.00 for Riverside Canal - Rio Grande Project.

1. Title to the land described in the above-named contract now appears to be satisfactorily vested in fee simple in the United States free of liens and encumbrances as shown by certificate of guarantee of title dated May 26, 1928, and warranty deed from the grantor dated May 25, 1928.

2. Taxes up to the year 1928 appear to have been paid. Taxes for 1928 become a lien on real property as of January 1st, after levy has been made. However, it is my understanding in this case that the levy has not yet been made for the current year and title having vested in the United States prior to levy for the current year, the United States acquired the property free of lien for 1928 taxes.

3. The contract may now be placed in line for payment of the stipulated consideration of \$258.00 from which consideration there are to be no deductions made in this case. The consideration should be paid to F. C. Brown and Hattie D. Brown.

4. The original and copy of deed for the Washington office together with copy of deed for the Denver office, certificate of guarantee and all title papers are transmitted herewith.

- - - - -  
H. J. S. Devries

In quadruplicate

Enclosures:  
All related papers.

## OFFICERS

W. H. BUCHER  
President

N. H. GILLOT  
Vice-President

TOM B. NEWMAN  
Vice-President

JAMES W. GIBB  
Treasurer

A. G. FOSTER  
Secretary

# Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

May 21, 1928

## DIRECTORS

W. H. BUCHER  
C. L. HILL

N. H. GILLOT

TOM B. NEWMAN

JAMES W. GIBB

## LEGAL DEPARTMENT

W. W. TURNER

W. H. BURGESS

A. H. CULWELL

R. L. HOLLIDAY

J. M. POLLARD

SENT-08 INTERIOR

RECEIVED

RECEIVED

MAY 22 1928

EL PASO - TEXAS.

Bureau of Reclamation,  
Toltec Club Building,  
El Paso, Texas.

Our File C-5352

Gentlemen:

Attention Mr. H.J.S.Devries.

We have examined the title to 3.06 acres out of Survey 167 Socorro Grant in this County and from such examination we find the title to be good in F. C. Brown and Hattie D. Brown, free and clear of liens except for taxes for the current year.

Very truly,

*W. H. C. Piro*

Manager.

AGF

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated April 17th, 1928, between the United States of America and F. C. Brown and Hattie D. Brown, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated At El Paso, Texas, this 30 day of April, 1928.

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

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated April 17th, 1928, between The United States of America and F. C. Brown and Hattie D. Brown, is required for purpose authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$258.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 26 day of April, 1928.

L.R. Fiock  
Acting Superintendent.

May 26. 84

FEES \$ 1.50

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

NO. 16045 J. L. Brown & Wm. A. Brown

16045 J. L. Brown & Wm. A. Brown

W. D. GREET, COUNTY CLERK

W. D. GREET  
RETURN THIS RECEIPT

9 30 BY J. A. Malone  
DEPUTY

105  
CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF **Texas**  
COUNTY OF **El Paso**

SS:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

(a) I, **Geo. W. Hoadley**,

a

**Notary Public**

in and for said county, in the State aforesaid, do hereby certify that

**F. C. Brown and Hattie D. Brown, his wife**

who ~~are~~ personally known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ~~he~~ signed,

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

(b) I further certify that I did examine the said **Hattie D. Brown** separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination **CERTIFICATE OF RECORD** that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

THE STATE OF TEXAS  
COUNTY OF EL PASO

Special seal, this

**17th**

day of

**April**

**1928**

**Geo. W. Hoadley**

My commission expires **June 1, 1929**  
I, **W. D. Greet**, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of acknowledgment was filed for record in my

office, on the 16 day of May, A.D. 1928, at 9:14 o'clock a.m. and duly recorded the 29 day of May A.D. 1928 at 1:25 o'clock p.m. in

the Deed Records of said County, in Volume 491 on page 287.

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

By

**W. D. Greet,**

County Recorder.

**County Clerk,**

By **A. A. Osborne, Deputy.**

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF **Texas**  
COUNTY OF **El Paso**

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 **F. C. Brown and Hattie D. Brown**

that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said **F. C. Brown and Hattie D. Brown**, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

**L. R. Flock**

**Acting Superintendent**

Subscribed and sworn to before me at **El Paso, Texas**

this **17th** day of **April**, A.D. 1928

mission expires **June 1, 1929**

nate by limitation at the expiration of Three months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. The 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 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.

10. 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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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., 1109).

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

THE UNITED STATES OF AMERICA,  
 Witnesses: APR 26 1928 By J. R. Froch

Project Manager, U. S. R. S.  
act. Supt. #26/28

P.O. Address: \_\_\_\_\_ Vendor.

Walter D. Brown  
 Vendor.

J. C. Brown  
 Vendor.

P. O. Address \_\_\_\_\_  
Approved: P. F. A. Yelke, Jr.  
 P. O. Address: \_\_\_\_\_

(Date) \_\_\_\_\_, 1928

section nineteen (19) bears north eighty-one degrees seven minutes ~~four seconds~~ (N. 81°07'10") east four thousand four hundred six and one tenth (4,406.1) feet; thence south sixty-degrees twenty-four minutes thirty seconds (S 60°24'30") west one hundred five and three tenths (105.3) feet to a point on the forward tangent of a curve having a radius of fourteen thousand nine hundred forty-six and seven tenths (14,946.7) feet on the center line of the Riverside Canal; thence north thirty-three degrees twenty-six minutes fifteen seconds (N 33°26'15") West along said tangent nine hundred twenty-four and six tenths (924.6) feet; to a point on the line between surveys 166 and 167; thence along said line North sixty-three degrees eight minutes thirty seconds (N 63°08'30") east ninety-six (96) feet to point of beginning, said tract of land containing three and six hundredths (3.06) acres more or less of which forty-eight hundredths (0.48) acres is occupied by the Franklin Feeder Canal and is the property of the United States and the remainder or two and fifty-eight hundredths (2.58) acres is the part herein intended to be conveyed, all as shown on plat attached hereto and made a part hereof.

~~3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the Vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price.~~

4. The Vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation, and maintenance of reclamation works under said act, the sum of

*Two hundred fifty eight*  
*00/100* dollars (\$ *258.00* ), by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until *April 17, 1928* notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until ; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone, and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall termi-

Form 7-276.  
Approved by the Department of the  
Interior, May 8, 1920.  
Reprint Dec., 1920.

LAND PURCHASE CONTRACT.  
(See pp. 251-266, Vol. 1 of Manual.)

DEPARTMENT OF THE INTERIOR **Rio Grande Project**  
UNITED STATES RECLAMATION SERVICE

PROJECT,

THIS AGREEMENT, made **April 17th**, 192**8**, 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. R. Flock,** **acting Superintendent**

**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

**F. C. Brown** and **Hattie D. Brown** his wife,  
of **Taletta**, County of **El Paso** State of **Texas**  
(P. O. address.)

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

WITNESSETH: The parties covenant and agree that—

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and condi-

tions hereinafter stipulated to sell and by good and sufficient

(General warranty, covenant-against-grantor, or quitclaim.)

deed convey to the United States of America free of lien or incumbrance the following-described real

estate which is **their** property situated in the County of **El Paso,**

(Homestead, community, separate.)

State of **Texas,** to wit: A tract of land lying and situate in **El Paso County, Texas,** approximately one and one-half ( $1\frac{1}{2}$ ) miles south of the Catholic Church in the town of Socorro, Texas, and in the Southwest quarter southwest quarter ( $SW\frac{1}{4}$   $SW\frac{1}{4}$ ) Section eighteen (18) and the Northwest quarter ( $NW\frac{1}{4}$ ) Section Nineteen (19), Township thirty-two(32) South Range Seven (7) East Bureau of Reclamation survey, being also in survey 167 of the Socorro Grant and more particularly described as follows:

Beginning at station 6 plus 15.9 a point at which the center line of the Socorro Intercepting Drain is intercepted by the line between Surveys 166 & 167 of the Socorro Grant, and from which point the Northeast corner of said Section Nineteen (19) bears South eighty-nine degrees one minute thirty-five seconds ( $S89^{\circ}01'35''$ ) East four thousand eight hundred sixty-nine and three tenths (4869.3) feet; thence North sixty-three degrees eight minutes thirty seconds ( $N63^{\circ}08'30''$ ) east forty-nine and six tenths (49.6) feet along line between surveys 166 and 167 to a point from which the northeast corner of survey 167 bears North sixty-three degrees eight minutes thirty seconds ( $N63^{\circ}08'30''$ ) East five hundred thirty-four and nine tenths (534.9) feet; thence South thirty-three degrees twenty-seven minutes thirty seconds ( $S33^{\circ}27'30''$ ) East nine hundred seventeen and seven tenths (917.7) feet to a point on the line between surveys 167 and 168 Socorro Grant, thence along last said line South sixty degrees twenty-four minutes thirty seconds ( $S60^{\circ}24'30''$ ) west forty (40) feet to station 15 plus 37.3 a point on the center line of the Socorro Intercepting drain and from which point the northeast corner of said

I 16-201

Correct as to engineering data. L. R. F.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,

on this day personally appeared **P. C. Brown,**

known to me to be the person whose name

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 day of A. D. 192

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,

on this day personally appeared **Hattie D. Brown,** wife of

**P. C. Brown**

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 **Hattie D. Brown** 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 day of A. D. 192

Certificate of Filing.

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 25th day of May A. D. 1928, with its certificate of authentication, was filed for record in my office this 26th day of May A. D. 1928, at 9:30 o'clock a. M. and duly recorded the 4th day of June A. D. 1928, at 10:35 o'clock a. M. in the records of said County, in Volume 496 on Pages 391.

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 **A.A. Osborne** Deputy.

**F. C. Brown**  
**Hattie D. Brown**

TO

United States of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the 26

day of May 1928, at 9

o'clock and 30 minutes a. M.

**W.D. Greet**

Clerk, County Court, El Paso County, Tex.

By **L. A. Malone**

Deputy.

## BUREAU OF RECLAMATION

# Rio Grande

## Irrigation Project

## RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 4/17-28

symbol and number 116r-201; made by F. C. Brown and Hattie D. Brown

amount involved, \$ 258.00

purpose of Purchase of land

[illegible]

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas District Counsel at El Paso, Texas

**District Counsel at**

El Paso, Texas Date April 24, 1928

On this date the above-described contract was executed (or) passed, and bond, if

Approved (or) passed, by this office, and transmitted to district counsel for legal  
 Acting

NUMBER OF COPIES OF CORRESPONDENCE: L.R.Flock—(Office of the confederate and none of such are distributed by  
\_\_\_\_\_, Project/Superintendent.

[illegible]

ginal and 3 copies of this form.

ginal and 4 copies of contract.

CONFIDENTIAL

Place El Paso, Texas Date MAY 2 1961

On this date the above-described contract, with bond, if any, (was given) legal force and effect by this office, and transmitted to the the Canada Project office.

[illegible]

\_\_\_\_\_ District Counsel

ginal and ~~inter~~ copies of this form.

ginal and 4 copies of contract. See in copies of secondary investigations as the case may be and district

Denver, Colorado, Date

On this date the above-described contract was executed, and bond, if any,

**Chief Engineer**

INVESTOR OR COUNTERPARTY OF EUBANK: Country of the origin and domicile of the investor or counterparty of EUBANK as follows:

\_\_\_\_\_ Denver, Colorado Date \_\_\_\_\_

On this date the above-described contract, with bond, if any, was passed by this  
and transmitted to the Washington office.

in order to be considered "secondarily" under the statute and must be so designated by the District Office. Where it is not so designated by the Office it means the company is exempted except as to contracts made by general contract and

Chief Engineer

original and ~~main~~ copies of this formation with the exception of each forming contract originating in the field.

ginal and three copies of contract. of transmittal, and includes a record, on a single sheet, of each interested

Washington, D. C., Date \_\_\_\_\_

5. On this date the above-described contract was executed, and bond, if any, was provided by \_\_\_\_\_.

ed by \_\_\_\_\_

\_\_\_\_\_, Commissioner.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **April 17th**, 192**8**, with

**Mrs. Hattie D. Brown and F. C. Brown**

1. State purpose for which the land is required.

**Riverside Canal**

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

**2.59 acres as described in contract**

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has 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. Hattie D. Brown, R. F. D. Tolata, Texas**

**F. C. Brown,**

"

"

"

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.

**Owners 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.**