

BROWN, N. A., et. ux., Myrtle B. LAND PURCHASE CONTRACT RIVERSIDE CANAL

0023-0082-0057-00

Owner's Application

No. _____

El Paso, Texas, **April 23,**192**9**

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of \$ **204.00** upon the title to the lands hereinafter described.

It is agreed that the following statements are correct and true, and that any false statements or any suppression of any material information shall void said certificate.

Premium \$ _____
Charges guaranteed by _____

No. Abs. Left | _____

Estate or interest to be guaranteed:

Fee simple - free of encumbrances

Name of party to be guaranteed:

United States of America

Residence of party to be guaranteed:

Bureau of Reclamation, El Paso, Texas.

Occupation of party to be guaranteed:

Legal description of premises:

See contract dated 2/21/29 between N.A. Brown and United States.

Vacant or Improved:

House number and street:

Value

Ground

Improvements

In possession of

Claiming under

By virtue of

{ Conveyance from

{ Gift

descent

bequest

If by inheritance, give names of other descendants

Marriage relation of present owner

{ Married
{ Divorced
{ Widowed

In whom is Record Title now vested

{ Married
{ Single

{ Name of Wife

{ Name of Husband

Homestead?

If not, what property is claimed as homestead?

Has property ever been occupied as homestead?

When?

Residence of present owner

Occupation of present owner

How to be conveyed

Warranty Deed

Is any building now being constructed or repaired on the premises?

Any contract for improvements contemplated or entered into?

Has any material been delivered on the premises, and by whom?

When?

Mechanic's Lien on the premises

ABSTRACT OF AGREEMENT

ADVERTISING—AWARD—FORM

No. **116r-317**

(Contract)

Date _____, 19__

Department of the Interior

(Department or establishment)

Bureau of Reclamation

(Bureau or office)

El Paso, Texas

(Location)

ABSTRACT OF AGREEMENT

N.A. Brown and Myrtle B. Brown

(Name of contractor)

Total amount, \$ **204.00**

By **Selves**

Subject **purchase of land**

Title **Contractors**

Contract period _____

Address **Edinburg, Texas**

Appropriation **Rio Grande Project, F.Y. 1929**

Contracting officer **L.R. Fleck, Acting Sup't.**

Discount _____

Items _____

Quantity **4.08 acres**

Unit price(s) _____

Deliveries _____

Conditions _____

Payments **to be made by Special Fiscal Agent L.S. Kennicott**

Deductions _____

Special requirements:

Damages, actual _____

Damages, liquidated _____

Other _____

Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

5. Without advertising, it being impracticable to secure competition because of * _____

*See NOTE 1 on reverse hereof.

GOVERNMENT PRINTING OFFICE

10-1751

[OVER]

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 **February 21st**, 192**9**, with

N.A. Brown and Myrtle B. Brown, his wife

1. State purpose for which the land is required.

Riverside Canal

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

4.08 Acres fully 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.

N.A. Brown, Edinburg, Texas
Myrtle B. 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

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 21st, 1929, between The United States of America and N. A. Brown and Myrtle B. Brown, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 3880), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$204.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 7th day of March, 1929.

L.R. Plock
Acting Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 21st, 1929, between The United States of America and N. A. Brown and Myrtle B. 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 9th day of March, 1929.

Geo. W. Hoadley

xxxxx L. H. Fisk xxxxx

Junior Engineer
Bureau of Reclamation

El Paso, Texas

February 12, 1929

Mr. Neal A. Brown,

Edinburg, Texas.

Dear Sir, -

Reference to your favor of January 22, 1929, we are enclosing land purchase contract for the 4.08 acres in Survey 201, Socorro Grant, El Paso County, Texas, to which the United States wishes to acquire title.

If married, would ask that you have your wife join when executing the contract.

Very truly yours,

L. R. Flock,
Acting Superintendent.

Encl.
Contract

El Paso, Texas

January 17, 1929

Mr. H. A. Brown,

Edinburg, Texas.

Dear Sir, -

Reference is made to the requirement for acquisition by the United States of 4.08 acres out of Survey 201, Socorro Grant, El Paso County, Texas, for use in the construction of the Riverside Canal. We understand you are the record owner of the legal title to this land; i.e., if you are the H. A. Brown that several years ago owned jointly with Allison and Blinbry, Survey 201 and other numbers in the Socorro Grant.

The tract of land required by the United States is more particularly shown on the enclosed plat. We will pay at the rate of \$50.00 per acre or \$200.40 for the 4.08 acres required if you can convey a clear record title to this land free of encumbrances or liens. Fifty dollars per acre is the price we are paying for land similar to yours in the surveys adjoining 201 Socorro Grant.

We will, in addition to paying you \$200.40, also pay for the abstract or guaranty of title that will be required.

Very truly yours,

L. R. Plock,
Acting SuperintendentEncl.
Plat

Collector's Certificate

El Paso, Texas, May 15, 1929

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to J.R. Allison (N. A. Brown, owner) and described as _____

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
18.18-3	216	201	Doc				13.04

have been paid to and including the year 1928, ~~except the following items:~~

[illegible]

ELLIS BROS.

Signed James H. Lee
ASSESSOR AND COLLECTOR

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

Oct. 10, 1928.

IN REPLY PLEASE REFER TO

NO. 5755

EXAMINER BES

TO BUREAU OF RECLAMATION,

Toltec Club Bldg., El Paso, Texas.

ATTENTION:-
Mr. Geo W. Hoadley

IN RE: N. A. Brown purchase.

PROPERTY: Tract 24, Block 28, Socorro Grant, according to recent County Re-survey containing 7.04 acres, gross, less 0.58 occupied by Lateral and Levee, leaving 6.46 net, more or less, a part of which you will purchase from Brown.

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: N. A. Brown


SUBJECT TO:

TAXES: No investigation has been made concerning State and County taxes or water and construction charges.

PAVING: None

We do not find any unreleased liens of record.

Very truly yours,


For Manager.

BES

Hoadley

DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION
JAN 25 1929
EL PASO - TEXAS.

NEAL A. BROWN
ATTORNEY AT LAW
EDINBURG, TEXAS

January 22, 1929.

Mr. L. R. Fiock,
Acting Superintendent,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:-

Replying to your letter of January 17th
I am the same N. A. Brown that several years ago
owned jointly with Allison & Blinbry survey 201 and
other numbers in the Socora Grant. You can send me
deed to execute and I will execute and return to you
for the price offered if \$50.00 per acre or \$200.40.

Yours truly,

Neal A. Brown

*Contract sent for execution
2/11/29*

*408.
50
204.00*

Mr. Hradley
NEAL A. BROWN
ATTORNEY AT LAW
EDINBURG, TEXAS

DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION
RECEIVED
FEB 25 1929

EL PASO - TEXAS.

Feb. 20, 1929

Mr. L. R. Flock,
Acting Superintendent,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

I inclose contract sent to me to execute for the 4.08 acres adjoining the Rio Grande River and Survey 201, Socorro Grant, El Paso County, Texas. So far as I know the title to this property is good. I will not agree to furnish an abstract of title but you can go to the Stewart Title Co. who has an office in your city and who will no doubt issue title policy on this property, if they find the title good.

Yours truly,

NAB:R

Neal A. Brown

Reading your letter again of Jan. 22,
I note you agree to pay for what is
Guaranty Title Co. =

El Paso, Texas, April 23, 1929

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

Gentlemen:

Enclosed is request for certificate of guarantee of title to cover 4.08 acres of land in Survey 201 Socorro Grant under our contract of February 21, 1929.

In this connection your attention is invited to your file No. 5755 Preliminary Opinion dated October 10, 1928 which was rendered in advance of contract with the Vendor with the informal understanding that there would be deducted from the usual fee, the \$5.00 paid for this advance opinion.

Very truly yours,

H. J. S. Davies,
District Counsel.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

May 2nd, 1929,

IN REPLY PLEASE REFER TO

NO. 6482

EXAMINER BES.

TO Bureau of Reclamation Service,

Toltec Club Bldg.

El Paso, Texas, (Attention: Mr. H. J. S. Devries, Dist. Counsel)

IN RE: N. A. Brown, land purchase.

PROPERTY: 4.08 acres more or less, out of Survey #201, Socorro Grant,
El Paso County, Texas, fully described in contract between Brown & U. S. A,
dated 2/21/28, of record in Book 509, page 594, Deed Records, El Paso County,
Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: N. A. Brown.

SUBJECT TO:

TAXES: We have not yet received the tax certificate, but will advise you
upon receipt thereof, if there are any delinquent taxes.

PAVING: None.

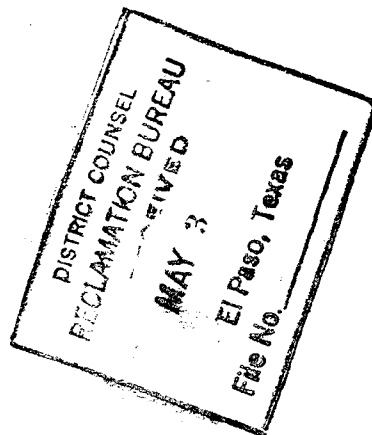
We have made no investigation as to the condition of water charges
and assessments.

The property is unencumbered of record, except for taxes, if any.

Very truly yours,

B. S. Schwartzbach
Asst. Secy.

BES:MF.



OFFICERS

TOM B. NEWMAN
President
N. H. GILLOT
Vice-President
JAMES W. GIBB
Vice Pres. & Treas.
A. G. FOSTER
Secretary
B. E. SCHWARZBACH
Asst. Sec'y

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

DIRECTORS

W. H. BUCHER
A. H. CULWELL
JAMES W. GIBB
N. H. GILLOT
TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX

LEGAL DEPARTMENT

W. W. TURNER
W. H. BURGESS
A. H. CULWELL
J. M. POLLARD

May 22, 1929,

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

Our File: C/6482
Attention: Mr. H. J. S. Devries,

Gentlemen:

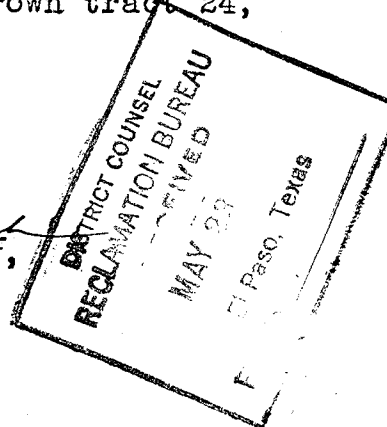
We are this day in receipt of tax certificate covering 4.108 acres of land more or less, out of Survey #201, Socorro Grant, El Paso County, Texas, which land N. A. Brown is selling to the U. S. A., and which tax certificate contains the following tax collector's note, to-wit:

"Tax Collector's Note: Prior to the year 1916, there have been no taxes assessed nor paid on the accretion to said Survey Number 201, but taxes for years prior to 1916 have been paid only on 18.9 acres. Acreage on said accretion should be figured and supplemented for the years 1910 to 1915, both inclusive. For the years 1916 to 1918, both inclusive taxes have been paid on 38 acres more or less in said survey. For the following years taxes are due as follows: 1919, F.R. Allison 6 acres and El Paso Irrigated Land Co. $8\frac{1}{2}$ acres; 1920, El Paso Irrigated Land Co. $8\frac{1}{2}$ acres; 1921 to 1923, El Paso Irrigated Land Co. $8\frac{1}{2}$ acres; and F.R. Allison 6 acres; 1924, F. R. Allison 6 acres, and "Unknown Owner" $8\frac{1}{2}$ acres; 1925, "Unknown Owner" 6 acres and $8\frac{1}{2}$ acres; 1926, 1927, "Unknown Owner" 15.5 acres; 1928, N.A. Brown tract 24, Block 28, 6.46 acres."

Very truly yours,

B. E. Schwarzbach
Asst. Secretary,

BES:MF.



El Paso, Texas, May 23, 1929.

Mr. N. A. Brown,
Edinburg, Texas.

Dear Sir:

With reference to contract dated March 5, 1929, between yourself and the United States for purchase of land by the latter the Pioneer Abstract & Guarantee Title Company has advised us as to the status of taxes which will have to be cleared up before the transaction can be closed and payment made. The following information has been supplied us by the Pioneer Abstract & Guarantee Title Company:

"Tax Collector's Note: Prior to the year 1916, there have been no taxes assessed nor paid on the accretion to said Survey Number 201, but taxes for years prior to 1916 have been paid only on 18.9 acres. Acreage on said accretion should be figured and supplemented for the years 1910 to 1915, both inclusive. For the years 1916 to 1918, both inclusive taxes have been paid on 38 acres more or less in said survey. For the following years taxes are due as follows: 1919, F. R. Allison 6 acres and El Paso Irrigation Land Company $8\frac{1}{2}$ acres; 1920, El Paso Irrigated Land Company $8\frac{1}{2}$ acres; 1921 to 1923, El Paso Irrigated Land Company $8\frac{1}{2}$ acres, and F. R. Allison 6 acres; 1924, F. R. Allison 6 acres, and "Unknown Owner" $8\frac{1}{2}$ acres; 1925, "Unknown Owner" 6 acres and $8\frac{1}{2}$ acres; 1926, 1927, "Unknown Owner" 15.5 acres; 1928, N. A. Brown tract 24, Block 28, 6.46 acres."

Very truly yours,

H. J. S. Devries,
District Counsel.

NEAL A. BROWN
ATTORNEY-AT-LAW
EDINBURG, TEXAS

November 8, 1928.

Hon. H. J. S. Debries,
District Counsel,
Department of Interior
United States Reclamation Service,
El Paso, Texas.

Dear Sir:-

Referring to past correspondence between us regarding a small tract of land owned by the government for flood way construction or some such purpose. Please advise me what the present status is of this matter. I refer you to your letter of January 17, February 12, and of May 22nd.

Very truly yours,

Neal A. Brown

B/G

El Paso, Texas, Nov. 12, 1929.

Neal A. Brown, Esquire,
Attorney at Law,
Edinburg, Texas.

Dear Mr. Brown:

I have your letter of November 8 making inquiry concerning the status of the land purchase contract between yourself and the United States dated February 21, 1929 for the small area of land out of Survey 201, Socorro Grant for a consideration of \$204.00. Since our letter of May 22 transmitting to you the report of the Abstractor's statement with respect to the taxes on the tract of land out of which this area is taken we have not been advised as to what steps you have taken to clear up this difficulty.

As pointed out in that letter it will be necessary, before the transaction can be closed and payment made, for you to arrange a settlement with the tax collector so that he will stamp the tax certificate "All taxes paid up to and including the year of 1929".

As soon as you have cleared the records of tax liens will you kindly advise us so that we may go forward promptly in the preparation of a deed for your signature and so that we may obtain the certificates of guarantee of title and taxes and place the matter in line for payment.

Very truly yours,

H. J. S. Derriss,
District Counsel.

W. C. DENTON
ATTORNEY AT LAW
609 TWO-REPUBLICS BLDG.
EL PASO, TEXAS

December 6, 1929.

Mr. H. J. S. Dibries,
District Counsel,
U. S. Dept. of Interior,
Bureau of Reclamation Service,
c/o Toltec Club,
El Paso, Texas.

Dear Sir:

I obtained a complete statement of taxes due on the land that you desire to purchase from Mr. Neal A. Brown, and the total amount is \$237.25.

It appears that the amount of land you desire, for which you are willing to pay \$50.00 an acre, only amounts to \$204.00. Mr. Brown would have to pay an additional sum of \$33.25 in order to clear the property. While, of course, it is true this amount of taxes covers other small tracts besides the tract you want, it is of doubtful value in Mr. Brown's opinion. He says he will make you a deed to the 4.08 acre tract if you will pay all the taxes amounting to \$237.25 as stated above.

Very truly yours,



WCD:ZW

El Paso, Texas, December 7, 1929.

W. C. Denton, Esquire,
Attorney at Law,
609 Two Republics Bldg.,
El Paso, Texas.

Dear Mr. Denton:

I have your letter of December 6, relative to the 4.08 acres of land in Survey 201, Socorro Grant, which Mr. N. A. Brown, by contract dated February 21, 1929, agreed to convey to the United States for use in connection with construction of irrigation works for a consideration stated in the contract of \$204.00.

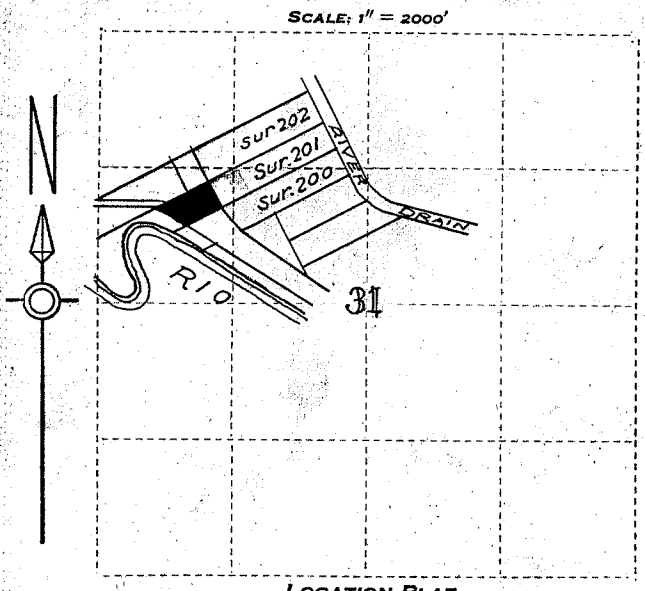
It is noted that you suggest that Mr. Brown would be willing to make a deed to the tract described in the contract if the United States would pay him the sum of \$237.25 being the total amount of current and delinquent taxes on the entire tract or tracts which includes this 4.08 acres.

I regret to have to advise you that there is no way in which this arrangement could be consummated, inasmuch as Mr. Brown has expressly made his contract dated February 21, 1929 to convey to the United States the tract involved free of liens and encumbrances, which, of course, includes tax liens, for the consideration stated of \$204.00. This contract has been duly recorded and filed in the Returns office in Washington. It accordingly appears that nothing remains to be done except for Mr. Brown to put the title in shape and execute his deed in accordance with the contract.

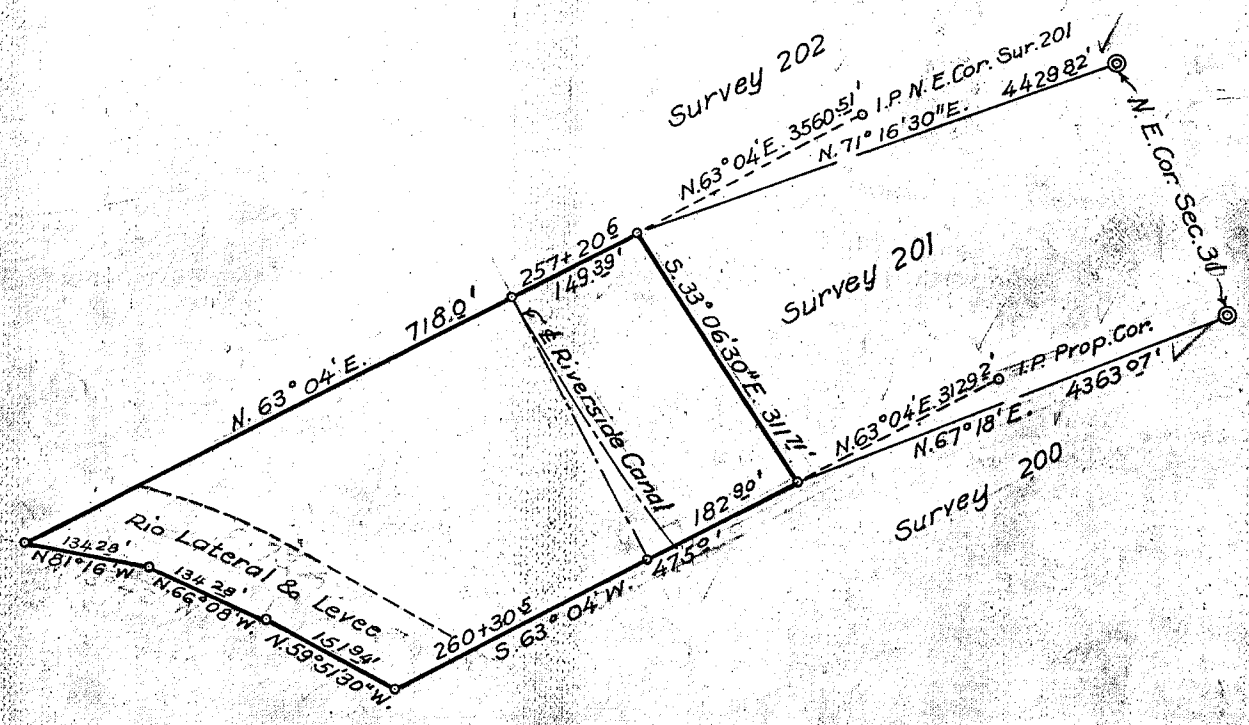
I trust that you will be able to explain this to your client.

Very truly yours,

H. J. S. Davies,
District Counsel.



LOCATION PLAT
S. 31 .. T. 32S .. R. 7E ..



SOCORRO GRANT
SUR. 201 4.08 Ac.
N. A. Brown

Land Purchase Contract 2/21/29
Recorded 4/4/29
Tax liens exceed purchase price

45
29

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
RIVERSIDE CANAL & RIO
INTERCEPTING DRAIN
RIGHT OF WAY

FIELD WORK: E.H.N. CHECKED: G.W.H.
DRAWN: E.T.G. G.A. APPROVED:

3216-1122 EL PASO, TEX. 12-11-28

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Elx Hidalgo } 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 3 hereof.

(a) I, A.L.Haigh, a Notary Public

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

Neal A. Brown and Myrtle B. 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 the y signed, sealed, and delivered said instrument of writing as t.h.eir free and voluntary act, for the uses and purposes therein set forth.

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

Given under my hand and official seal, this 21st day of February, 1929

[SEAL]

A.L.Haigh

My commission expires 6/1-29 Notary Public-Hidalgo Co., Texas

CERTIFICATE OF RECORD CERTIFICATE OF COUNTY RECORDER

STATE OF THE STATE OF TEXAS)
COUNTY OF EL PASO) ss: I hereby certify that this instrument was filed for record at
my office at 10 o'clock M., 1929
and is duly recorded in Vol. 509 of 594

I. W. D. 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 23rd day of March A. D. 1929 at 10:18 o'clock a. m. and duly recorded the 4th day of April A. D. 1929 at 2:10 o'clock p. m., in the Deed Records of said County, in Volume 509 on page 594.

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.

that made by or personally, with W. D. Greet,
that I made the same, without any benefit or County Clerk, any such benefit or
advantage coming to the said By A. A. Osborne, Deputy. or to any other
person or persons, and that the papers accompanying the same were relating to the said contract, as
required by the statute in such case made and provided.

L.R.Flock

Acting Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas
this 9th day of March, A. D. 1929

Geo.W.Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-29

GOVERNMENT PRINTING OFFICE

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. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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:

By L. E. Nicok
Acting Superintendent, Bureau of Reclamation. 1929
MAR 10 1929

P. O. Address.....

H. A. Brown

Vendor.

P. O. Address.....

Myrtle A. Brown

Vendor.

P. O. Address.....

Vendor.

P. O. Address.....

P. O. Address Edinburg, Texas.

Approved:

(Date) _____, 192

seventy-five (475.0) feet to a point; thence North fifty-nine degrees, fifty-one minutes, thirty seconds West ($59^{\circ}51'30''W$), one hundred fifty-one and ninety-four hundredths (151.94) feet; thence North sixty-six degrees, eight minutes West ($N66^{\circ}08'W$), one hundred thirty-four and twenty-eight hundredths (134.28) feet; thence North eighty-one degrees, sixteen minutes West ($N81^{\circ}16'W$) one hundred thirty-four and twenty-eight hundredths (134.28) feet to a point on the line between surveys 201 and 202, Socorro Grant; thence North sixty-three degrees, four minutes East ($N63^{\circ}04'E$), along line between Surveys 201 and 202, Socorro Grant, seven hundred eighteen (718.0) feet to the point of beginning, said tract of land containing four and eight hundredths (4.08) acres more or less as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Two hundred four and no/100----- dollars

(\$ **204.00**), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until **3/12/9** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **3/12/9** ; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of _____ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **21st** day of **February**, 192**9**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, ~~by~~ **represented by the contracting officer executing this contract**

~~Superintendent, Bureau of Reclamation,~~
thereunto duly authorized, ~~and subject to the approval of the proper supervisory officer thereof,~~

and **N. A. Brown**
and **Myrtle B. Brown**, his wife, hereinafter styled Vendor,

of **Edinburg**, County of **El Paso** ~~Hidalgo~~, State of **Texas**

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient **general warranty** deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

th ~~eir community~~ property, situated in the County of **El Paso** **Texas**
(Homestead, community, separate)

State of **Texas** to wit:

A tract of land lying and situate in El Paso County, Texas, and in the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$), Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey, being also within Survey 201, Socorro Grant, and more particularly described as follows:

Beginning at a point on the line between Surveys 201 and 202, Socorro Grant, from which point an iron pipe at the northeast corner Survey 201, Socorro Grant, bears North sixty-three degrees, four minutes East, (N63°04'E), three thousand five hundred sixty and fifty-one hundredths (3560.51) feet and the northeast corner Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, bears North Seventy-one degrees, sixteen minutes, thirty seconds East (N71°16'30"E), four thousand four hundred twenty-nine and eighty-two hundredths (4429.82) feet; thence South thirty-three degrees, six minutes, thirty seconds East, (S33°06'30"E), three hundred eleven and seventy-one hundredths (311.71) feet to a point on the line between Surveys 200 and 201, Socorro Grant, and from which point an iron pipe bears North sixty-three degrees, four minutes East (N63°04'E), three thousand one hundred twenty-nine and two-tenths (3129.2) feet and the northeast corner Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, bears North sixty-seven degrees, eighteen minutes East (N67°18'E), four thousand three hundred sixty-three and seven hundredths (4363.07) feet; thence South sixty-three degrees, four minutes West (S63°04'W), along the line between Surveys 200 and 201, Socorro Grant, four hundred

¹ Strike out clause regarding approval of supervisory officer if not applicable

Correct as to Engr. Data G. M. A.