

FD

DEUGAN, GEORGE S., et. ux., Leone Moon

WARRANTY DEED RIVERSIDE CANAL

163

0023-00

80

-0028-00

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 **Nov. 7th**, 192**8**, with

George S. Dragan and Leone Moon Dragan

1. State purpose for which the land is required.

Riverdale Canal

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

1.18 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.

George S. Dragan, Box 203, Inspiration, Arizona
Leone Moon Dragan, " " " "

x

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

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

Yes

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 116r-256
(Contract)
Date 11/7, 1928

Department of the Interior Bureau of Reclamation El Paso, Texas
(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

George S. Dragan and Leone Moon Dragan Total amount, \$ 295.00
(Name of contractor)
By George S. Dragan and Leone Moon Dragan Subject Purchase of land
Title Contractor Contract period _____
Address Box 203, Inspiration, Arizona Appropriation Rio Grande Project, F.Y. 1929
Contracting officer L.R. Flock, Acting Sup't. Discount _____
Items _____
Quantity _____
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.

DEPARTMENT OF THE INTERIOR

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 **Nov. 7, 1928**

symbol and number **116-256**; made by **George S. and Leone Moon Dragan**

(c) amount involved **\$ 295.00** authority No. (c) (1) (or clearing account) purpose **Purchase of 1.18 acres of land for Riverside Canal**

Reference: (c) (1) (or clearing account) (c) (1) (or clearing account) (c) (1) (or clearing account) (c) (1) (or clearing account)

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

and (c) (1) (or clearing account) (c) (1) (or clearing account) (c) (1) (or clearing account) (c) (1) (or clearing account)

Place **El Paso, Texas** Date **Nov. 17, 1928**

1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district counsel for legal approval.

Acting L.R. Plock Project Superintendent.

Inclosures: Original and **3** copies of this form.

(c) Original and **4** copies of contract.

Place _____ Date _____

2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the _____ office.

Inclosures: Original and **2** copies of this form.

Original and **4** copies of contract.

Place _____ Date _____

3. On this date the above-described contract was executed, and bond, if any, approved by this office.

Chief Engineer

Place _____ Date _____

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

Chief Engineer

Inclosures: Original and _____ copies of this form.

Original and _____ copies of contract.

Place _____ Date _____

5. On this date the above-described contract was executed, and bond, if any, approved by _____

Commissioner.

Imperial, Arizona
P.O. Box 203
November 7th, 1928

Mr. Geo. W. Hoadley
U. S. Reclamation Service,
El Paso, Texas.

Dear Sir:

We are returning herewith "Land
Purchase Contract" which we believe to
be properly executed.

Thanking you for your attention
we remain

Yours truly
Mr. & Mrs. G. S. Druggan

Owner's Application

*File
Druggan
James Partridge*

No. _____

El Paso, Texas, 11/20

1928

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

\$ 295 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:

Name of party to be guaranteed:

Residence of party to be guaranteed:

Occupation of party to be guaranteed:

Legal description of premises:

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 { Name of Wife
Single { 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:

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

El Paso, Texas.

November 21, 1928.

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

Dear Sir:

I am enclosing herewith land purchase contract between the United States of America and George S. and Leone Moon Dragan. Please record, billing the Bureau of Reclamation with same.

The enclosed plat is for your files.

Very truly yours,

V. G. Evans,

Chief Clerk.

Encl.
Contract
Plat.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION
November 26, 1928,

IN REPLY PLEASE REFER TO

NO. 5872

EXAMINER AGF.

TO Bureau of Reclamation,
Toltec Club Bldg.,
El Paso, Texas, (Attention: Mr. H. J. S. Devries)

IN RE: Riverside Canal, etc.

PROPERTY: 1.18 acres out of Survey #168, Socorro Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Leon Moon Drugan, et. vir George S. Drugan.

SUBJECT TO:

TAXES: All taxes paid except for the year 1928, which amount to \$25.34 for the whole survey.

PAVING: None.

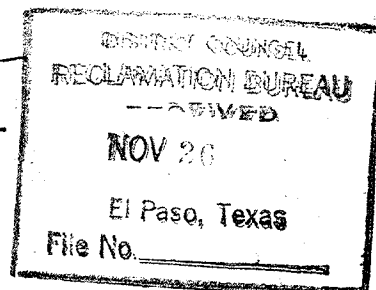
The deed from William Moon, et. ux Mary Moon to Mrs. Leon Moon Drugan, dated December 27, 1924, recorded in Book 437, page 12, of the Deed Records of this county contains the following reservation: "It is however, expressly understood that no part of the fee title to this land shall be disposed of during the life of the grantors."

A Deed of Trust dated September 11, 1928, filed for record and recorded in Book 202, page 255, of the Deed of Trust Records of El Paso County, Texas, from Mrs. Leon Moon Drugan (also known as Mrs. Leone Drugan) and husband, George S. Drugan to Ben R. Howell, trustee for J. F. Hoffman, to secure the payment of 5 notes of even date therewith, each for the sum of \$280.00 due 1, 2, 3, 4, and 5 years respectively after their date, all bearing interest at the rate of 10% per annum, payable annually, and containing the usual 10% attorney's Fee and accelerating maturity clauses.

Very truly yours,

W. J. Foster
For Manager,

AGF:MF.



Will you kindly take steps to clear up this title and let us hear from you in this connection. Your early attention to this matter will be much appreciated.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas,

November 27, 1928.

Mr. and Mrs. G. S. Drugan,
P. O. Box 203, Inspiration, Ariz.

Dear Mr. and Mrs. Drugan:

Reference is made to your letter of November 7, transmitting land purchase contract for 1.18 acres out of Survey #168, Socorro Grant for use by the United States in constructing Riverside Canal.

The Pioneer Abstract & Guarantee Title Company has furnished us with preliminary opinion as to title to this land in which attention is called to a certain deed from Wm. Moon and wife to Mrs. Leon Moon Drugan dated December 27, 1924, recorded in Book 437, page 12 of Deed Records of El Paso County, Texas, which deed contains the following reservation: "It is, however, expressly understood that no part of the fee title to this land shall be disposed of during the life of the grantors."

Under the above mentioned reservation in the deed, it will be necessary to procure from Mr. Wm. Moon, who was one of the grantors in the deed to you, a waiver of the reservation in the deed as to the 1.18 acres now to be conveyed, or, if it should be that Mr. Wm. Moon is not now living, it would be necessary to supply affidavits and proper showing as to this so as to clear up the reservation in the deed. The abstract company also calls attention to a Deed of Trust dated September 11, 1928, filed for record and recorded in Book 202, page 255, of the Deed of Trust Records of El Paso County, Texas, from Mrs. Leon Moon Drugan (also known as Mrs. Leone Drugan) and her husband, George S. Drugan to Ben R. Howell, trustee for J. F. Hoffman, to secure the payment of 5 notes of even date therewith, each for the sum of \$280.00 due 1, 2, 3, 4 and 5 years respectively after their date, all bearing interest at the rate of 10% per annum, payable annually, and containing the usual 10% attorney's fee and accelerating maturity clauses. It will also be necessary to procure a release from this Deed of Trust from the trustee, Ben R. Howell and J. F. Hoffman.

It appears from the tax records that there are taxes unpaid for the year of 1928 amounting to \$251.34 on the whole survey 168. It will also be necessary to remove this tax lien by payment of taxes.

Inspiration, Arizona.
P.O.Box 203.
November 29th, 1928.

File
James
Purchase
G.A. Druggan

H.J.S.Devries, District Counsel.
Department of the Interior,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

Referring to your letter of November 27th, regarding land purchase contract for 1.18 acres of land out of Survey # 168.

Mr. Wm. Moon has already given his verbal consent to any disposition we might make of the land, but we will secure the waiver requested by you.

I have spoken to Mr. Hoffman and he will give me the release from the Deed of Trust, and I am writting to Mr. Howell regarding this matter.

The matter of Taxes for the year 1928 will be taken care of immediately.

It will be several days before we will hear from Mr. Moon and Mr. Howell regarding the above matters.

Trusting that this is satisfactory to you, I am

Very truly yours,

George S. Druggan

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, May 11, 1929.

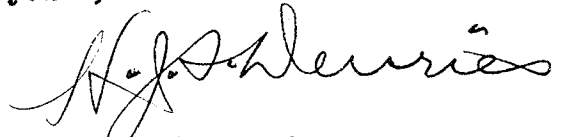
Mr. and Mrs. G. S. Drugan,
P. O. Box 203, Inspiration, Ariz.

Dear Mr. and Mrs. Drugan:

There is enclosed herewith Warranty Deed to be signed by both of you in connection with the contract between yourselves and the United States for land purchase. Under the Texas law it is necessary that both of the acknowledgments on the back of the Deed be executed before a Notary Public.

As soon as we receive a certificate of title from the abstract company and certificates as to taxes and water charges, and the Deed signed up and returned by you, we will do what we can to hurry the matter to a close.

Very truly yours,



H. J. S. Devries,
District Counsel.

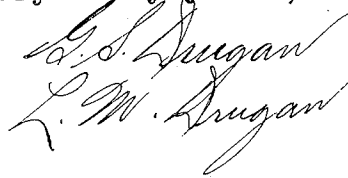
Mr. H. J. S. Devries,
District Counsel.
Bureau Of Reclamation.

Dear Sir:

Returned herewith is Warranty Deed mentioned above which I believe has been completed to your satisfaction.

Thanking you for your attention to this matter and for past favors, we are

Very truly yours,



El Paso, Texas, May 15, 1929.

W. D. Greet, Esquire,
Clerk of El Paso County,
El Paso, Texas.

Dear Sir:

There is transmitted herewith original deed, in connection with the land purchase transaction between George S. Dragan et ux and the United States, dated May 13, 1929, which kindly record and return billing to the Bureau of Reclamation for the appropriate recording fee.

Very truly yours,

H. H. Berryhill,
Chief Clerk.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, June 7, 1929.

Mr. & Mrs. G. S. Drugan,
P. O. Box 203,
Inspiration, Arizona.

Dear Mr. & Mrs. Drugan:

Reference is made to your land purchase contract with the United States dated November 7, 1928. We are now ready to close up this transaction and pass it to the fiscal officer for payment but note that we have been billed by the County Clerk for \$1.75 representing recording fees for placing of record:

Instrument #28043 Release from F. W. Hoffman \$1.00,
Instrument #28044 Deed from Wm. Moon to Leon Moon
Drugan \$.75, total \$1.75.

Paragraph 5 of the contract provides that you will procure and have recorded without cost to the United States all assurances of title that may be necessary. We are accordingly without authority to pay this \$1.75 for recording fees unless it is deducted from the purchase price named in the contract. You are accordingly requested to authorize us to deduct this amount and pay you the balance so that the transaction may be completed.

Trusting that we may hear from you at your early convenience, I am

Very truly yours,

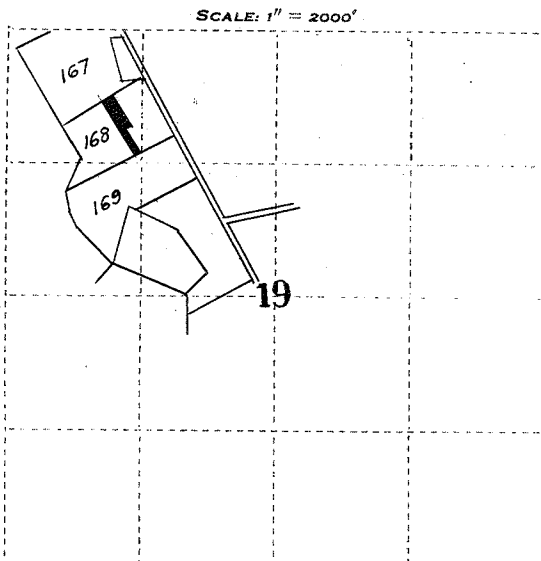
216R-256
Mr. H. J. S. Devries
District Counsel
Dear Sir:

Inspiration, Arizona

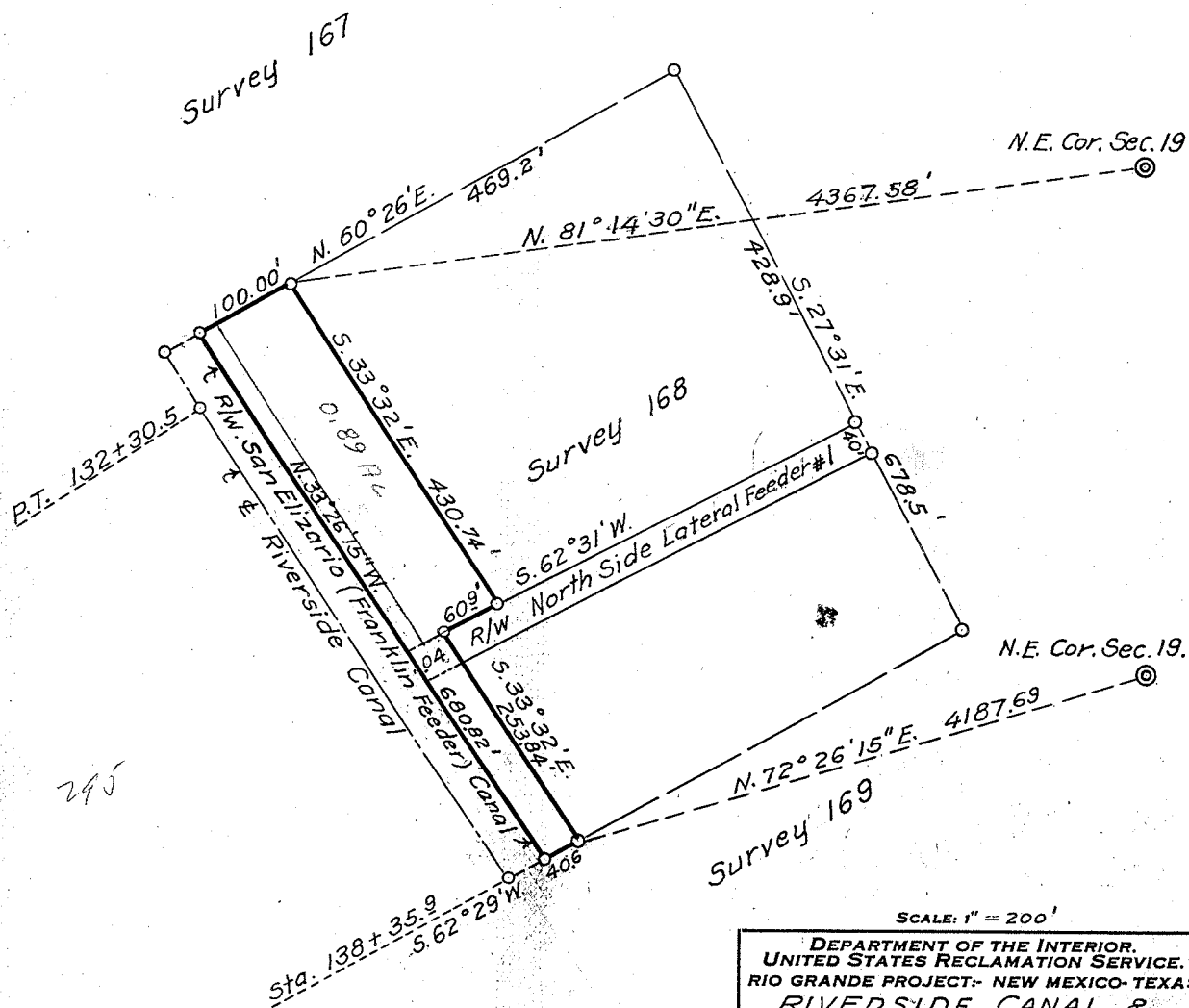
H. J. S. Devries
H. J. S. Devries,
District Counsel.

You are hereby authorized to
deduct the sum of \$1.75 mentioned
above from payment due for land purchased by you
Dec 10th 1929
Mr & Mrs George S. Drugan

W.D. 5/13/29
Rec 5/28/29
BK 508 Pg 590



LOCATION PLAT
S. 19 .. T. 32 S., R. 7 E ..
U.S.R.S.



SCALE: 1" = 200'

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

FIELD WORK;..... CHECKED: G.W.H.
DRAWN: G.A. APPROVED:.....
3216-L-122 EL PASO. TEX., 11-1-28

KNOW ALL MEN BY THESE PRESENTS:

THAT George S. Drugan and Leone Moon Drugan, his wife,

of the County of El Paso, State of Texas, in consideration of the sum of Two Hundred and
Ninety-five (\$295.00) - - - - - DOLLARS.

to them in hand paid by THE UNITED STATES OF AMERICA

.....the receipt of which is hereby acknowledged
 ha ye Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

 THE UNITED STATES OF AMERICA

[illegible]

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

xxx and assigns forever; and they do hereby bind themselves, their 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

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

WITNESS their hand & at Inspiration, Ariz. this 13th day of May, A. D. 1929

Witnesses at Request of Grantor

Louis T. Iles

Mrs. Albert J. Sims

George S. Drugan

Leone Moon Drizan

131A HELEN McPOURSON

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in the attached land-purchase contract, dated November 7th, 1928, between The United States of America, and George S. Drugan and Leone ^Moon Drugan, 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 17 day of November, 1928.

17
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 November 7th, 1928, between The United States of America and George S. Drugan and Leone Moon Drugan, is required for purposes authorized by the Act of June 17th, 1902 (32 Stat., 388), 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, \$295.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, This 17 day of November, 1928.

L.R. Mook
Project Acting Superintendent
Bureau of Reclamation

FEES \$

1.25 due

EL PASO, TEXAS.

May 28th 1929

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

No.

28346

Geo. S. Dwyer & Leon M. Dwyer
(Parties)

The United States of America - WD

W. D. Greet

3:48 P.M. W. D. GREET, COUNTY CLERK.

W. D. Greet

RETURN THIS RECEIPT

DEPUTY

FEES \$

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

No.

28043

J. F. Hoffman to Mrs. Leon M. Dwyer - Rel

28044

Mrs. Dwyer to Leon M. Dwyer - Dec

2:15

RETURN THIS RECEIPT

W. D. GREET, COUNTY CLERK

BY

DEPUTY

EL PASO, TEXAS.

May 21 1929

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ArizonaCOUNTY OF Gila

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, F. D. Mitchell,a Notary Publicin and for said county, in the State aforesaid, do hereby certify that George S. Druganand Leone Moon Drugan

who are personally known to me to be the persons s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t he y signed, sealed, and delivered said instrument of writing as t he ir free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Leone Moon Drugan 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 7th day of November, 1928

[SEAL]

F. H. MitchellMy commission expires June 4, 1931Notary Public

CERTIFICATE OF COUNTY RECORDER

STATE OF _____

COUNTY OF _____

ss:

I hereby certify that this instrument was filed for record at

my office at _____ o'clock _____ M., _____, 192

and is duly recorded in Vol. _____ of _____

Page No. _____

By _____

Fees, \$ _____

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TexasCOUNTY OF El Paso

ss:

(Execute only on Returns Office copy)

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 George S. Drugan and Leone Moon Drugan that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said George S. Drugan and Leone Moon Drugan, 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.FlockActing SuperintendentBureau of Reclamation.Subscribed and sworn to before me at El Paso, Texasthis _____ day of November, A. D. 1928Geo.W.Hoadley

[OFFICIAL SEAL]

My commission expires June 1, 1929

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. R. Flook
Acting Superintendent, Bureau of Reclamation.

NOV 27 1922

F. H. Mitchell

P. O. Address P.O. Box 251, Inspiration, Arizona

Muriell C. Hood

P. O. Address Box 1911, Miami, Arizona

George S. Dragan

Vendor.

Leone Moon Dragan

Vendor.

8

Vendor.

P. O. Address _____

P. O. Address Box 203,

Inspiration, Arizona.

Approved: _____

(Date) _____, 192

Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East bears North seventy-two degrees (72°), twenty-six minutes (26'), fifteen seconds (15") East, four thousand one hundred eighty-seven and sixty-nine hundredths (4187.69) feet; thence South sixty-two degrees (62°), twenty-nine minutes (29') West along the line between Surveys 168 and 169 Socorro Grant forty and six-tenths (40.6) feet to a point on the northeasterly right of way line of the San Elizario (Franklin Feeder) Canal; thence North thirty-three degrees (33°), twenty-six minutes (26'), fifteen seconds (15") West along said right of way line of the San Elizario (Franklin Feeder) Canal six hundred eighty and eighty-two hundredths (580.82) feet to a point on the line between Surveys 167 and 168 Socorro grant; thence North sixty degrees (60°), twenty-six minutes (26') East along said line between Surveys 167 and 168 Socorro Grant, one hundred (100.00) feet to the point of beginning, said tract of land containing one and twenty-two hundredths (1.22) acres more or less, of which four hundredths (0.04) of an acre is occupied by North Side Lateral Feeder No. 1 and is the property of the United States and the remainder or one and eighteen hundredths (1.18) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

and maintenance of reclamation works thereon under said act, the sum of

Two hundred ninety five 00/100

dollars

(\$ 295.00), 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 *Nov. 15, 1928* notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until *Nov. 15, 1928* ; 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 *six* months from ~~this~~ 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.

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,

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Rio Grande
-----IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **seventh** day of **November**, 192**8**, 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,~~
~~hereunto duly authorized, and also, to the approval of the proper supervisory officer thereof,~~
and **George S. Drugan**

and **Leone Moon Drugan**, his wife, hereinafter styled Vendor,
of **Inspiration**, County of ~~El Paso~~ **Gila**, State of ~~Texas~~ **Arizona**

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

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

State of **Texas** to wit:
A tract of land lying and situate in **El Paso County, Texas**, and in the North half
(**N $\frac{1}{2}$**) of 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 within Survey
168, Socorro Grant, and more particularly described as follows:

Beginning at a point on the line between Surveys 167 and 168, Socorro Grant and
from which point the northeast (NE) corner Section Nineteen (19), Township Thirty-two
(32) South, Range Seven (7) East bears North eighty-one degrees (81°), fourteen min-
utes (14'), thirty seconds (30") East, four thousand three hundred sixty-seven and
fifty-eight hundredths (4367.58) feet and the point of intersection of the line be-
tween Surveys 167 and 168 Socorro Grant with the southwesterly right of way line of
the Socorro-San Elizario County Road, bears North Sixty degrees (60°), twenty-six
minutes (26') East, four hundred sixty-nine and two-tenths (469.2) feet; thence South
thirty-three degrees (33°), thirty-two minutes (32') East, four hundred thirty and
seventy-four hundredths (430.74) feet to a point on the northwesterly right of way
line of the North Side Lateral Feeder No. 1; thence South sixty-two degrees (62°),
Thirty-one minutes (31') West along said right of way line sixty and nine-tenths (60.9)
feet; thence South thirty-three degrees (33°), thirty-two minutes (32') East, two hun-
dred fifty-three and eighty-four hundredths (253.84) feet to a point on the line between
Surveys 168 and 169 Socorro Grant and from which point the Northeast (NE) corner Section

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