



SWARE-A

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1580
ALBUQUERQUE, NEW MEXICO 87103

13 September 1974

Mr. John H. Lancaster
Manager, Very Large Array Project
National Radio-Astronomy Observatory
Edgemont Road
Charlottesville, Virginia 22901

RECEIVED

SEP 16 1974

VLA PROJECT

Dear Mr. Lancaster:

Inclosed is a copy of Offer to Sell Easement Contract No. DACW47-6-75-2, executed by Mr. and Mrs. Jack Bruton, for the purchase and sale of Tracts Nos. 101E-1 through 101E-5 in the Very Large Array Project, National Science Foundation.

Sincerely yours,

A handwritten signature in cursive script that reads "H. A. Holt".

1 Incl
DACW47-6-75-2

H. A. HOLT
Acting Chief, Real Estate Division

DEPARTMENT OF THE ARMY

OFFER TO SELL EASEMENT

Project National Science Foundation, VLA Project

Tract No. 101E-1 through 101E-5

Contract No. DACW47-6-75-2

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the UNITED STATES OF AMERICA and its assigns, a permanent and assignable easement for the purpose set forth in Exhibit B, in, upon, over, and across that certain tract of land described in Exhibit "A" attached hereto and made part(s) hereof.

The terms and conditions of this offer are as follows:

(1) The Vendor hereby agrees that this offer may be accepted by the United States, through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within six (6) month(s) from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States agrees to pay to the Vendor for said easement and rights the sum of TWENTY-NINE THOUSAND THIRTY-SEVEN, AND 50/100 DOLLARS (\$ 29,037.50), payable upon acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient easement deed with warranty of title conveying said easement and rights to the United States of America and its assigns, free and clear from all liens, encumbrances, said conveyance to be subject only to the existing easements and rights set forth in said Exhibit B.

(3) The Vendor agrees to satisfy of record, at or before conveying said easement and rights, such taxes, assessments, and encumbrances which are a lien against the land, as the United States may require, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the easement; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the easement deed to the United States conveying the easement and rights herein described, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.

(4) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the easement deed to the United States and the procurement of the necessary title evidence.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said easement and rights by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said easement and rights; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount; and agrees that the said consideration shall also be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use herein-after provided for in paragraph (6).

ENG FORM NOV 68

2970

(ER 405-1-620)

REPLACES EDITION OF 1 AUG 64 WHICH IS OBSOLETE.

V. Brown asked for	35k
Co/E offered	26k
Settlement	29k
	SML

(6) As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land in which said easement is to be granted for the purpose of exercising any of the rights described in said Exhibit B from and after acceptance by the United States of this offer until such time as said easement is conveyed to the United States.

(7) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in and execute the easement deed to the United States.

(8) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(10) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this *6th* day of *September*, 19 *74*

WITNESSES:*

..... *Jack Bruton* (SEAL)
JACK BRUTON (Vendor)

..... *Grace Bruton* (SEAL)
GRACE BRUTON (Spouse of Vendor)

..... (SEAL)
(Vendor)

..... (SEAL)
(Spouse of Vendor)

..... (SEAL)
(Vendor)

..... (SEAL)
(Spouse of Vendor)

..... (SEAL)
(Vendor)

..... (SEAL)
(Spouse of Vendor)

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

..... Mr. Jack Bruton, P. O. Box 177, Datil, New Mexico 87821

(Name and address)

ACCEPTANCE OF OFFER TO SELL EASEMENT

Date:

The offer of the Vendor contained herein is hereby accepted for and on behalf of the UNITED STATES OF AMERICA.

Barbara L. Sprack

WITNESS:*

L. A. Guenther

L. A. GUENTHER
Chief Real Estate Division
Albuquerque District, Corps of Engineers
Albuquerque, New Mexico

Approved for sufficiency of funds \$ _____

Name and signature

date

*These spaces to be used for signatures of witnesses if required by state law.

Perpetual Right-of-Way Easement for Very Large Array Project, Catron and Socorro, Counties, New Mexico.

Tract No. 101E-1

Landowner: Jack Bruton

Acreage: 79.53

A strip of land situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5 and Lot No. 5, Lot No. 6, E $\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 6, Township 3 South, Range 7 West of the New Mexico Principal Meridian, Socorro County, New Mexico.

Said strip of land being 5774.18 feet long and 600 feet wide, parallel to, 300 feet to the right of, and 300 feet to the left of, measured at right angles to the following described centerline as located and constructed on the ground:

Beginning at a point on the West boundary of Section 6, Township 3 South, Range 7 West, N.M.P.M., Socorro County, New Mexico, that bears N.0°22'49.3"W., a distance of 2991.29 feet from the Section corner common to Sections 6 and 7, Township 3 South, Range 7 West and Sections 1 and 12, Township 3 South, Range 8 West, N.M.P.M.;

Thence S.65°07'24"E., a distance of 5456.78 feet to a point;

Thence S.65°07'23.9"E., a distance of 513.40 feet to a point on the Northwestern Right-of-Way Line of New Mexico State Highway No. 78, that bears N.83°51'03.7"E., a distance of 5248.76 feet from the Section corner common to Sections 6 and 7, Township 3 South, Range 7 West and Sections 1 and 12, Township 3 South, Range 8 West, N.M.P.M., Socorro County, New Mexico, containing an area of 79.53 acres, more or less.

EXHIBIT "A"

Perpetual Right-of-Way Easement for Very Large Array Project, Catron and Socorro Counties, New Mexico.

Tract No. 101E-2 Landowner: Jack Bruton Acreage: 16.29

A strip of land situate in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 5, Township 3 South, Range 7 West of the New Mexico Principal Meridian, Socorro County, New Mexico.

Said strip of land being 1182.90 feet long and 600 feet wide, parallel to, 300 feet to the right of and 300 feet to the left of, measured at right angles to the following described centerline as located and constructed on the ground:

Beginning at a point on the Southeasterly Right-of-Way Line of New Mexico State Highway No. 78, that bears N.38°22'04.5"E., a distance of 638.65 feet from the Section corner common to Sections 5, 6, 7 and 8, Township 3 South, Range 7 West, N.M.P.M.;

Thence S.65°07'24"E., a distance of 1182.90 feet to a point on the South boundary of Section 5, Township 3 South, Range 7 West, N.M.P.M., that bears N.89°52'41.5"E., a distance of 1469.56 feet from the Section corner common to Sections 5, 6, 7 and 8, Township 3 South, Range 7 West, N.M.P.M., Socorro County, New Mexico, containing an area of 16.29 acres, more or less.

Perpetual Right-of-Way Easement for Very Large Array Project, Catron and Socorro Counties, New Mexico.

Tract No. 101E-3 Landowner: Jack Bruton Acreage: 7.87

A triangular tract or parcel of land situate in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 3 South, Range 8 West of the New Mexico Principal Meridian, Socorro County, New Mexico, being more particularly described by metes and bounds as follows:

Beginning at a point on the North boundary of Section 20 common to the South boundary of Section 17, Township 3 South, Range 8 West, N.M.P.M., that bears N.89°53'09"W., a distance of 1680.78 feet from the Section corner common to Sections 16, 17, 20, and 21, Township 3 South, Range 8 West, N.M.P.M., Socorro County, New Mexico;

Thence S.55°52'46"W., a distance of 1211.63 feet to a point on the West boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 3 South, Range 8 West, N.M.P.M.;

Thence N.0°13'37"W., along the said West boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ (North-South 1/4 Line) of said Section 20, a distance of 681.65 feet to a point on the North boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (North boundary) of said Section 20;

Thence S.89°53'09"E., along the said North boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ (North boundary) of said Section 20, a distance of 1005.76 feet to the Original Point-of-Beginning, containing an area of 7.87 acres, more or less.

Perpetual Right-of-Way Easement for Very Large Array Project, Catron and Socorro Counties, New Mexico.

Tract No. 101E-4

Landowner: Jack Bruton

Acreage: 12.29

A strip of land situate in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 3 South, Range 8 West of the New Mexico Principal Meridian, Socorro County, New Mexico.

Said strip of land being 891.96 feet long and 600 feet wide, parallel to, 300 feet to the right of and 300 feet to the left of, measured at right angles to the following described centerline as located and constructed on the ground:

Beginning at a point on the North boundary of Section 30, Township 3 South, Range 8 West, N.M.P.M., that bears S.89°36'16.5"E., a distance of 741.97 feet from the Section corner common to Sections 19 and 30, Township 3 South, Range 8 West, and Sections 24 and 25, Township 3 South, Range 9 West, N.M.P.M., Catron County, New Mexico;

Thence S.55°52'49.9"W., a distance of 891.96 feet to a point on the West boundary of said Section 30, that bears S.0°23'58"E., a distance of 505.45 feet from the Section corner common to Sections 19 and 30, Township 3 South, Range 8 West, Socorro County and Sections 24 and 25, Township 3 South, Range 9 West, N.M.P.M., Catron County, New Mexico, containing an area of 12.29 acres, more or less.

EXHIBIT "A"

Perpetual Right-of-Way Easement for Very Large Array Project, Catron and Socorro Counties, New Mexico.

Tract No. 101E-5 Landowner: Jack Bruton Acreage: 73.26

A strip of land situate in the $W\frac{1}{2}E\frac{1}{2}$ and the $E\frac{1}{2}NW\frac{1}{4}$ of Section 36, Township 2 South, Range 8 West of the New Mexico Principal Meridian, Socorro County, New Mexico.

Said strip of land being 5318.98 feet long and 600 feet wide, parallel to, 300 feet to the right of and 300 feet to the left of, measured at right angles to the following described centerline as located and constructed on the ground:

Beginning at a point on the South boundary of Section 36, Township 2 South, Range 8 West, N.M.P.M., Socorro County, New Mexico, that bears $S.89^{\circ}48'55''E.$, a distance of 3196.80 feet from the Section corner common to Sections 35 and 36, Township 2 South, Range 8 West, N.M.P.M., and Sections 2 and 3, Township 3 South, Range 8 West, N.M.P.M.;

Thence $N.05^{\circ}07'23.2''W.$, a distance of 5318.98 feet to a point on the North boundary of Section 36, Township 2 South, Range 8 West, N.M.P.M., that bears $N.89^{\circ}53'05''E.$, a distance of 2736.28 feet from the Section corner common to Sections 25, 26, 35 and 36, Township 2 South, Range 8 West, N.M.P.M., Socorro County, New Mexico, containing an area of 73.26 acres, more or less.

EXHIBIT "A"

RIGHT-OF-WAY EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across Tracts Nos. 101E-1, 101E-2, 101E-3, 101E-4 and 101E-5, for the location, construction, operation, maintenance, alteration, repair and replacement of construction roads, drainage facilities, railroad lines and appurtenances thereto, underground electric transmission lines, telephone lines, waveguide or coaxial cabling, observation stations, and small equipment houses; together with the right to exercise exclusive use and enclose with fencing observation stations of approximately 10,000 square feet each, which shall not be contiguous; and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, the right to move cattle, equipment or personnel across the right-of-way as access to their adjoining land, and the right to install utilities under the right-of-way, subject to the approval of the grantee, which shall not unreasonably be withheld; and to utilize for grazing all lands within the right-of-way not required for observatory use, further reserving to the landowners, their heirs and assigns, all such rights and privileges in said land as may be used without interfering with or abridging the rights and easement hereby acquired for the conduct of radio astronomy research, development of research instruments, construction of facilities, movement of personnel, supplies and/or equipment, or any other activity related to the construction, operation, modification, maintenance and management of the National Radio Astronomy Observatory; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.