

DOIAN, PAT, et. ux., M. J.

PURCHASE OF IMPROVEMENTS

CLINT LATERAL

034

0023-00 81-0646-00

DEC 1922
NOT INDEXED - NOT RECORDED

780

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project PROJECT New Mexico-Texas

THIS AGREEMENT, made December 20, nineteen hundred
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ ^{or} supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, ~~and subject to the approval of the proper~~
~~supervisory officer of the United States Reclamation Service~~ and Pat Dolan and M. J.
Dolan, his wife,

hereinafter styled ~~Contractor~~ ^{Vendor} their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~The Contractor will~~

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or incumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land located approximately three (3) miles Northwest of the Town of Clint, Texas, in the South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section twenty-eight (28), Township thirty-two (32) South, Range seven (7) East, New Mexico Principal Meridian, United States Reclamation Service survey, and being also in the San Elizario Grant, and described as follows: Beginning at a point ~~on the~~ on the Easterly right of way line of the Franklin Canal, and from which point the Southeast corner of said Section twenty-eight (28) bears South seventy-eight (78) degrees fourteen (14) minutes East two thousand seven hundred eighty-three and six-tenths (2783.6) feet; thence along said Easterly right of way line of the Franklin

Correct as to Engineering Data *E. M. A.*

Canal North fourteen (14) degrees forty-two (42) minutes West ten and forty-nine hundredths (10.49) feet; thence along the Southerly right of way line of the Clint Lateral South eighty-seven (87) degrees ten (10) minutes East one thousand four hundred eighteen and five-tenths (1418.5) feet; thence South eighty-two (82) degrees twenty-three (23) minutes East five hundred twenty-five and two-hundredths (525.02) feet to a point on the Westerly line of the county road; thence along said right of way line of the county road South thirty-six (36) degrees forty-three (43) minutes East thirteen and ninety-eight hundredths (13.98) feet to a point from which the Southeast corner of said Section twenty-eight (28) bears South sixty-one (61) degrees twenty-two (22) minutes East eight hundred ninety-one and two-tenths (891.2) feet; thence North eighty-five (85) degrees fifty-one (51) minutes West one thousand nine hundred forty-seven and ninety-three hundredths (1947.93) feet to the point of beginning; said tract of land containing one and seventeen-hundredths (1.17) acres, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, release, acquit and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of Two Hundred Forty-one and 35/100 (\$241.35) dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements, and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The vendor, upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel

for the Reclamation Service are necessary to show good title, unincumbered, in the Vendor to the property purchased.

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

9. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

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

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

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

~~No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.~~

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

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. L., 1109).

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

THE UNITED STATES OF AMERICA,

By L. M. Lawson

Project Manager, U. S. R. S.

Pat Dolan

M. J. Dolan

Vendor ~~Contractor~~

* By _____

P.O. Address Clint, Texas.

† Approved: _____

(Date) _____, 19____

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

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

*No 56381
Recorded Jan 4/23 Serial Book No 398 page 282*

JHH

El Paso, Texas, December 21, 1922.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement dated December 20, 1922, between the United States and Pat Dolan and wife, in connection with right of way for the Clint Lateral.

Very truly yours,

J. H. Hamilton
Clerk.

enc 1

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Pat Dolan and M. J. Dolan, his wife, in the South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 28, Township 32 South, Range 7 East, N.M.P.M., United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer.

El Paso, Texas, December 21, 1922.

CERTIFICATE AS TO TITLE

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

A tract of land containing 1.17 acres, more or less, in the South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 28, Township 32 South, Range 7 East, N. M. P. M., United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Pat Dolan and wife, dated December 20, 1922;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendor, who is the reputed owner, is the actual owner, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land, except the lien incident to unpaid taxes for the year 1922, and it is believed that the remaining land is of more than sufficient value to meet the 1922 taxes, in the event that the land is sold for taxes, without involving the interests of the United States.

J. H. Hamilton
Clerk

El Paso, Texas, December 21, 1922.

Apparently never used.

Form 7-5231f
Reprint of Mar., 1921.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, JAN 13 1923
Project Manager to District Counsel
Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated December 20, 1922.

With Pat Dolan and wife
Estimated amount involved, \$241.35 Authority No. 5G-9
Accompanied by bond and No bond copies or Clearing Acct.

Purpose: Purchase of improvements on 1.17 acre of land granted for canal purposes by stock-subscription contract with water users association. Land required for Clint Lateral. 1.17 acres of alfalfa at \$155.00 per acre \$181.35; repairing and resetting fence, \$60.00.

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

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

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

Inclosures as follows:

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

3 blueprints

NOTE: Contract executed by Project Manager December 21, 1922. Delay in transmitting occasioned by original contract being held for recordation.

L. M. Lawson.

(Signature) Project Manager

El Paso, Texas,
(Place)

JAN 13 1923
(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by

on JAN 13 1923

[Signature]
Clerk

~~XXXXXXXXXXXX~~

Inclosures as follows returned to Project Manager:

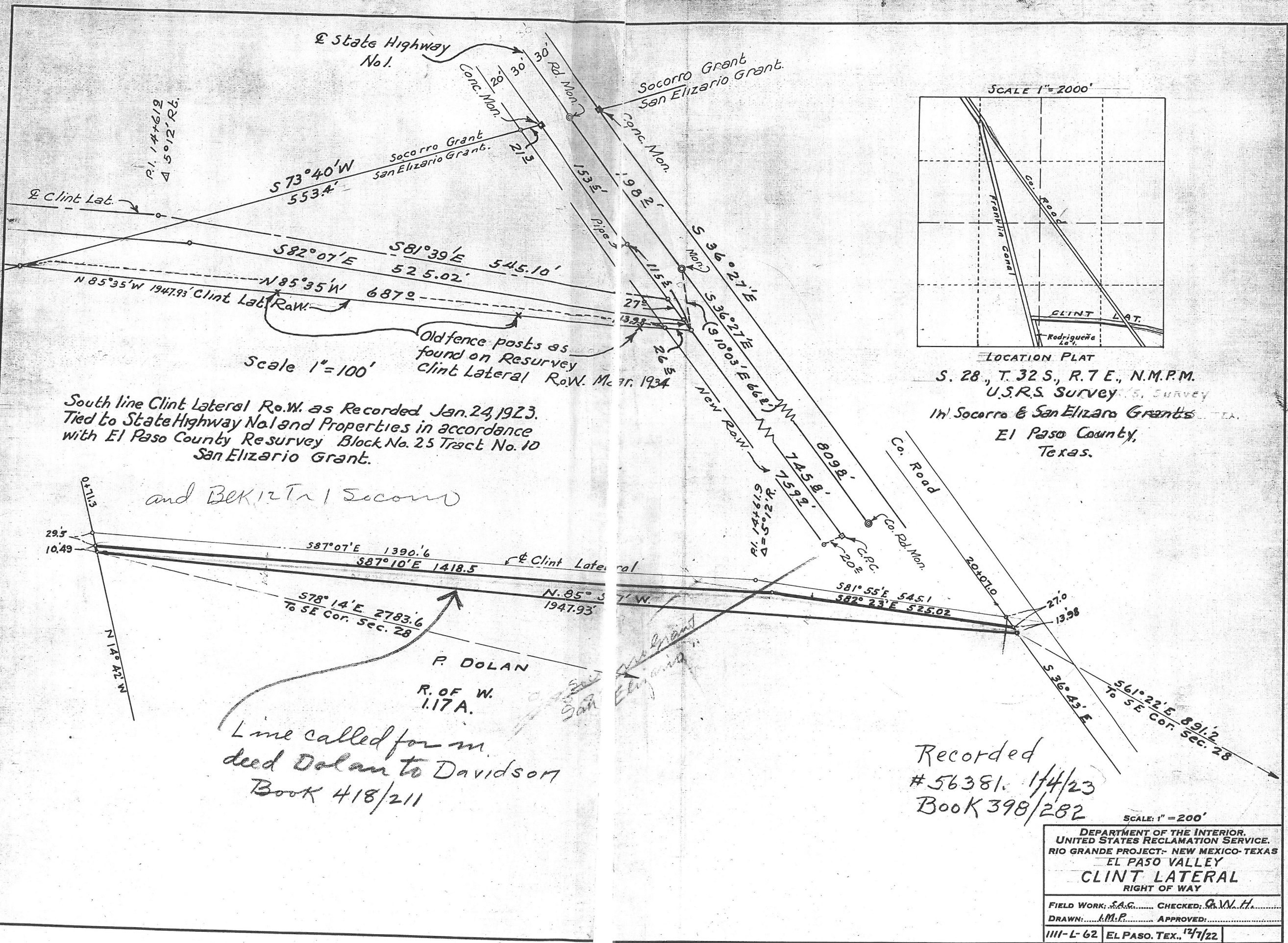
(Same as above)

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated December 20, 1922, with Pat Dolan and M. J. Dolan, his wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Clint Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$241.35, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Project Manager.

El Paso, Texas, December 21, 1922.

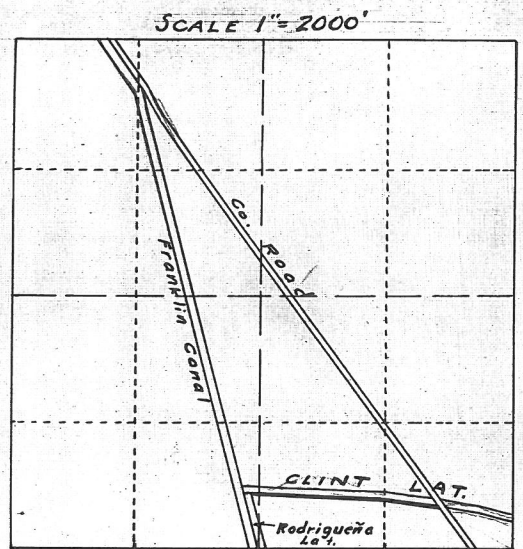


South line Clint Lateral R.o.W. as Recorded Jan. 24, 1923.
 Tied to State Highway No. 1 and Properties in accordance
 with El Paso County Resurvey Block No. 25 Tract No. 10
 San Elizario Grant.

and BEK 12 Tr 1 Socorro

P. DOLAN
 R. OF W.
 1.17A.
 Line called for in
 deed Dolan to Davidson
 Book 418/211

Recorded
 #56381 1/4/23
 Book 398/282



LOCATION PLAT
 S. 28, T. 32 S., R. 7 E., N.M.P.M.
 U.S.R.S. Survey
 In Socorro & San Elizario Grants
 El Paso County,
 Texas.

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR.
 UNITED STATES RECLAMATION SERVICE.
 RIO GRANDE PROJECT- NEW MEXICO-Texas
 EL PASO VALLEY
 CLINT LATERAL
 RIGHT OF WAY

FIELD WORK: S.A.C. CHECKED: G.W.H.
 DRAWN: A.M.P. APPROVED:
 IIII-L-62 EL PASO, TEX., 12/7/22