

LARRAZOLO, J. B. Guardian of CLARENCE GIRON, a minor  
ROM for this portion of Dolan Drain acquired by Petition

((Contract for sale  
recorded

DOLAN SPUR DRAIN EXTENSION  
15-10

Hand was not acquired under  
Marago 4.8. See Petition of  
the Middle Spur Drain.

X

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico-Texas

THIS AGREEMENT, made January 19<sup>th</sup> or , 1924, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by L. 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

J. B. Larrazolo, Guardian of Clarence Giron, a minor, ~~his wife~~

of El Paso, County of El Paso, State of Texas,  
(P. O. address.)

hereinafter styled Vendor, his heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—  
2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient

General Warranty

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

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

estate which is the Gaspar Giron Estate property situated in the County of El Paso,  
(Homestead, community, separate.)

State of Texas, to wit:

A tract of land approximately two (2) miles Northwest of Clint, Texas, in the East half (E $\frac{1}{2}$ ) of Section thirty-three (33) and the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section thirty-four (34), Township thirty-two (32) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey, and being also in the San Elizario Grant, and more particularly described as follows:

Beginning at the point of intersection of the Southwesterly property line of land of the Vendor with the Northwesterly right of way line of the El Paso Valley Middle Drain, and from which point the Southwest corner of said Section thirty-four (34) bears South five (05) degrees fifty-one (51) minutes thirty-four (34) seconds West one thousand nine hundred ninety-eight and thirty-eight hundredths (1998.38) feet; thence along the property line between land of the Vendor and land of L. R. Thompson North fifty-nine (59) degrees thirty (30) minutes West one thousand nine and sixty-five hundredths (1009.65) feet and North eighty-three (83) degrees thirty (30) minutes West forty-seven and sixty-seven hundredths (47.67) feet; thence North fifty-eight (58) degrees twenty-nine (29) minutes West eighty-two and fifty-one hundredths (82.51) feet; thence along

SECTION 101-101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918

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

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

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

mation works under said act, the sum of One Hundred Thirty-seven and 55/100

-----dollars (\$137.55), by U. S. Treasury warrant or fiscal officer's check.

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

7. The Vendor may retain possession of said premises until January 19, 1924, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until January 19, 1924; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone, and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

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

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

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

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

11. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

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

THE UNITED STATES OF AMERICA,

Witnesses:

By Am. Levens

Project Manager, U. S. R. S.

P. O. Address .....

P. O. Address .....

P. O. Address .....

P. O. Address .....

Approved:

(Date) ....., 192

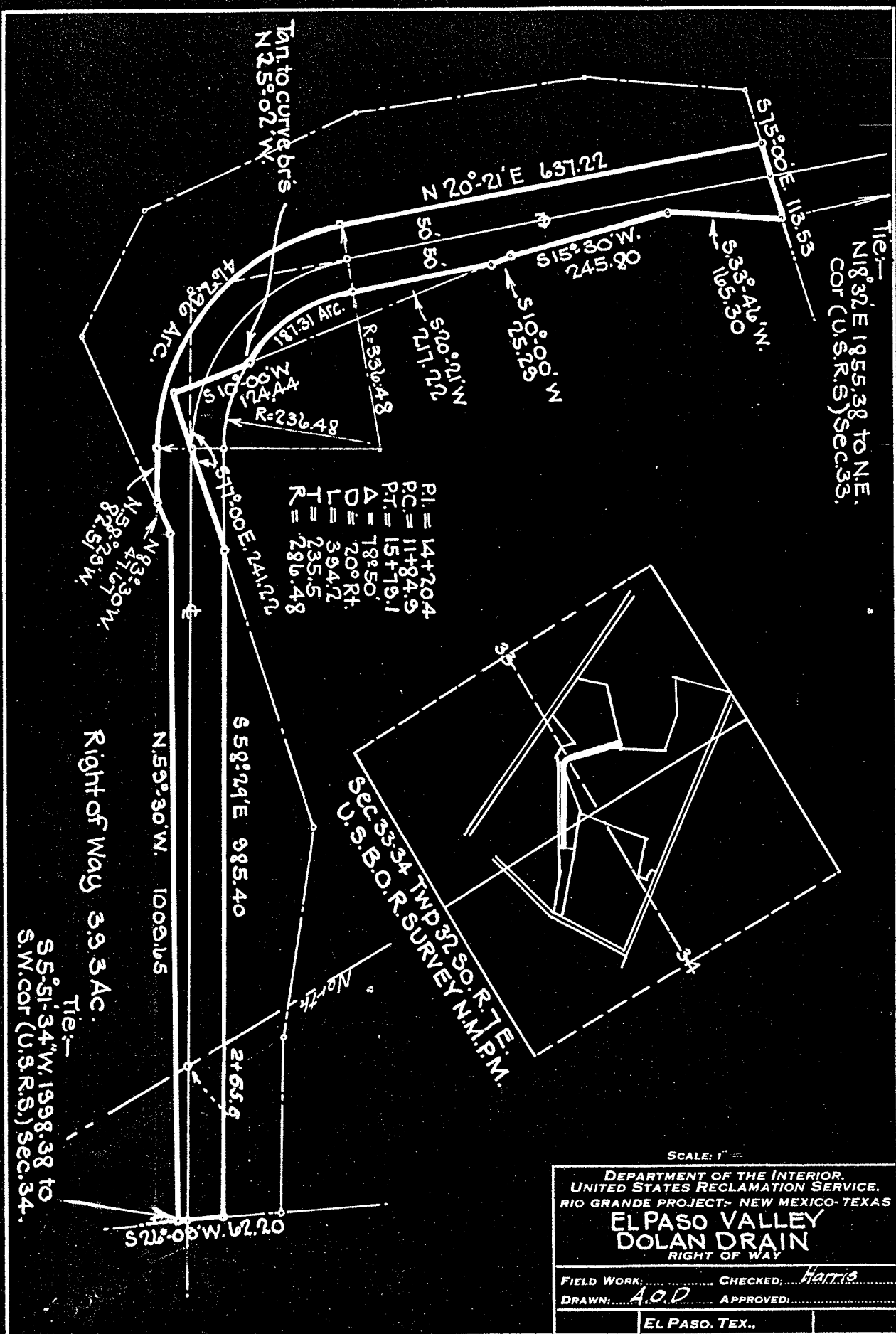
J. J. Larrago  
Vendor.

Guardian of  
Vendor.

Charles Giron  
Vendor.

P. O. Address 3030 Oro Street,  
El Paso, Texas.





REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

INFORMATION relating to land purchase contract made January 19, 1924, with  
J. B. Larrazolo, Guardian of Clarence Giron, a minor.

1. State purpose for which the land is required.

**For right of way for the Dolan Drain**

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

**3.93 acres of land in the E $\frac{1}{2}$  of Section 33 and the NW $\frac{1}{4}$  of  
Section 34, Township 32 South, Range 7 East, N.M.P.M., Bureau  
of Reclamation survey**

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 have been issued.

**The land was never opened to entry under the public land laws;  
being located in the San Elizario Grant.**

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.

**Land was formerly a part of the Gaspar Giron Estate. Gaspar  
Giron died testate, leaving his entire estate to his surviving  
widow and children. By decree in suit of Tomasa G. Giron vs  
Elena Larrazolo, et al., this land was partitioned to the  
various heirs, among whom was Clarence Giron, a minor, for whom  
J. B. Larrazolo was appointed guardian.**

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.

**The owner, as above stated. There is no lease.**

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

**Land is not subject to any right of way by virtue of any contract.**

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; *also the amounts and values of the several classes of land.*

**Land is not under cultivation. There are no buildings on the land. Land was formerly in cultivation, but no crops are being raised on it at the present time. Land is valued at \$40.00 per acre.**

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

**Land is not being irrigated, but is all capable of irrigation and was formerly irrigated from the Franklin Canal.**

9. State the selling price of similar land in the vicinity.

**\$40.00 to \$50.00 per acre.**

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

**The construction of the Delan Drain is of no benefit to the remaining portion of the land.**

Dated **January 19,** 192 **4**

(Signature) **Geo. W. Headley**

(Title) **Assistant Engineer.**  
*In Charge of Negotiations.*

Approved:

**L. M. Lawson**

*Project Manager.*



DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Paso, Texas, May 22, 1928.

OFFICE OF  
DISTRICT COUNSEL

Mr. J. B. Larrazolo,  
33 Oro Street,  
El Paso, Texas.

Dear Sir:

Under date of January 19, 1924, you executed a contract as guardian of Clarence Giron, a minor, agreeing to convey to the United States 3.98 acres for use in connection with the Dolan drain, the consideration being \$137.55. Thereafter upon our applying to the Pioneer Abstract Company for the usual certificate of guarantee of title, we were advised that inasmuch as the corporation of San Elizario's jurisdiction under its charter extended only one-half mile east of the plaza in San Elizario and this tract is much further away than that, the corporation had no jurisdiction over this land and their deed conveyed no property.

Thereafter by letter of May 22, 1924, you were advised of these facts and requested to communicate with the Pioneer Abstract and Guarantee Title Company, First National Bank Building, El Paso, and discuss with the Abstract Company the matter of clearing up this title so that a proper deed could be made and payment of the consideration be made to you as such guardian.

Will you kindly therefore advise us what your present information may be with respect to this matter. We are very anxious to close up pending contracts and would greatly appreciate your giving your early attention to this transaction with this end in view.

Very truly yours,

  
H. J. S. Devries,  
District Counsel.

El Paso, Texas, May 22, 1924.

Mr. J. B. Larrazolo,  
3030 Oro Street,  
El Paso, Texas.

Dear Sir:

Referring to the proposed purchase of a 3.93 acre tract of land by the United States for right of way for the Dolan Drain under contract dated January 19, 1924, executed by yourself as Guardian of Clarence Giron, a minor.

The Pioneer Abstract and Guarantee Title Co. were requested under date of February 20, 1924, to furnish a certificate of title covering the tract of land in question in order that payment of the agreed purchase could be made to you in your official capacity as guardian of Clarence Giron.

This office is now in receipt of a letter dated May 20, 1924, from the abstract company in which it is advised that the company is unable to furnish the desired certificate of title due to an apparent defective title.

A copy of the above mentioned letter is transmitted herewith for your information, and it is suggested that it might be advisable for you to call on the Pioneer Abstract & Guarantee Title Co., First National Bank Building, El Paso, Texas, and endeavor to have the title perfected. It would be to your interest to have this done, as in the event of a possible opportunity to dispose of the property at some time in the future it is only fair to assume that a prospective purchaser would require a clear title.

Very truly yours,

Joseph N. Beardslee  
District Counsel

enc 1

Officers

JAMES G. McNARY  
*President*  
F. M. MURCHISON  
*Vice-President*  
Z. T. WHITE  
*Vice-President*  
C. M. NEWMAN  
*Vice-President*  
N. H. GILLOT  
*Manager*  
JOHN T. GRANEY  
*Treasurer*  
A. G. FOSTER  
*Secretary*  
W. P. BIXLER  
*Asst. Secretary*

Pioneer Abstract & Guarantee Title Co.

*First National Bank Building*

*El Paso, Texas*

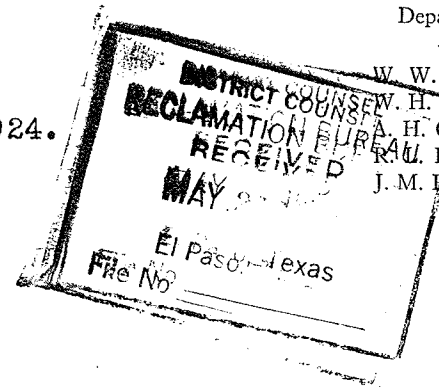
Directors

JAMES G. McNARY  
F. M. MURCHISON  
Z. T. WHITE  
C. M. NEWMAN  
N. H. GILLOT

Legal  
Department

W. W. TURNEY  
W. H. BORGES  
A. H. COLWELL  
R. L. HOLLIDAY  
J. M. HOLLARD

May 20, 1924.



Mr. Joseph N. Beardslee  
District Counsel U. S. R. S.  
El Paso, Texas.

Dear Sir:

We will not be able to furnish your office a certificate of title to the 3.93 acre tract in the San Elizario Grant now claimed by J. B. Larrazola, Guardian of the Estate of Clarence Giron, a minor, for the reason that the title to this land was acquired by Gaspar Giron in September 1908 from the Corporation of San Elizario. Under the Charter of said corporation their limits extended only 1/2 mile east of the plaza in San Elizario and this tract of land is much further away than that. Therefore the corporation had no jurisdiction over this land and their deed conveyed no property.

Very truly yours,

PIONEER ABSTRACT & GUARANTEE TITLE CO.

By

  
Secretary

AGF:S

JHN

El Paso, Texas, February 20, 1924.

Pioneer Abstract and Guarantee Title Co.,  
First National Bank Building,  
El Paso, Texas.

(Attention Mr. A. G. Foster)

Gentlemen:

It is requested that certificate of title be furnished this office covering the tract of land described in enclosed copy of agreement to sell dated January 19, 1924, between the United States and J. B. Larrazolo, Guardian of Clarence Giron, a minor.

There is also being transmitted herewith a blue-print showing the land in question.

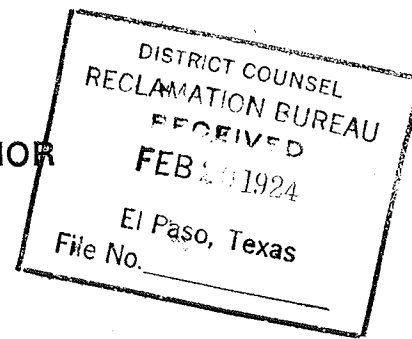
Upon receipt of information from you that you can furnish the desired title certificate, an executed warranty deed will be secured from the proposed Government vendor and forwarded to you for record.

Very truly yours,

Joseph M. Beardslee  
District Counsel

encs 2

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
WASHINGTON



OFFICE OF CHIEF COUNSEL

February 16, 1924.

From Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Acquisition of land-- purchase from J. B. Larrazolo,  
Guardian of Clarence Giron, a minor, under contract of  
January 19, 1924-- Rio Grande project.

1. Reference is made to your letter of January 26, 1924.
2. A certificate by the Pioneer Abstract and Guarantee  
Title Company, covering title to the land to be purchased under  
contract of January 19, 1924, appears to be warranted, and  
authority to procure such certificate is given.
3. When the certificate has been made in proper form,  
this transaction may proceed in the usual way by having the deed  
executed and recorded, and an examination of the title made,  
including recordation, provided the further examination discloses  
no change in the condition of the title adverse to the interests  
of the United States.

A handwritten signature in cursive script, appearing to read "Otis L. Smith".

CC to Chief Engineer  
PM, El Paso, Texas.

JHH

El Paso, Texas, January 26, 1924.

From District Counsel  
To Chief Counsel, Washington, D. C.  
Subject: Acquisition of land--purchase from J. B. Larrazolo,  
Guardian of Clarence Giron, a minor, under contract  
of January 19, 1924--Rio Grande Project.

1. Referring to letter of September 12, 1923, from the Acting Commissioner to Attorney Mark B. Thompson on the subject: "Acquisition of land. Further consideration of purchase from Anne A. Stuart - Rio Grande Project."

2. The Pioneer Abstract & Guarantee Title Company advise that an abstract of title covering the land under accompanying contract with J. B. Larrazolo, Guardian of Clarence Giron, a minor, will cost \$50.00, while a certificate of title will be furnished for \$15.00.

3. Advice is therefore requested as to whether an abstract of title or certificate of title should be ordered in connection with this proposed purchase of land from J. B. Larrazolo, Guardian of Clarence Giron, a minor.

- - -

Joseph N. Beardslee

JHH

El Paso, Texas, January 23, 1924.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement dated January 19, 1924, between the United States and J. B. Larrazolo, Guardian of Clarence Giron, a minor, in connection with purchase of land for right of way for the Delan Drain.

Very truly yours,

Joseph N. Beardslee  
District Counsel

enc 1

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, January 22, 1924.

Rio Grande Project

(Place)

(Date)

Project Manager to District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated January 19, 1924.

With J. B. Larrazolo, Guardian of Clarence Giron, a minor,

Estimated amount involved \$ 137.55 Authority No. 6-63G-R4

Accompanied by bond and copies or Clearing Acct.

(Insert "Yes" or "No" bond) No bond

Purpose: Purchase of 3.93 acres of land for right of way for the Dolan Drain

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 " possessory certificate
" " 2 " certificate of recommendation
" " 3 " f.l.t.
" " 2 " report on land agreement
3 blueprints

*Am Larrazolo*

Project Manager

(Signature)

El Paso, Texas, January 22, 1924.

(Place)

(Date)

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

on January 22, 1924.

District Counsel,

Inclosures as follows returned to Project Manager:

5-6365

Same as above, except original contract retained for recordation, etc.



CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated January 19, 1924, with J. B. Larrazola, Guardian of Clarence Giron, a minor, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Delan Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$137.55, 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, January 19, 1924.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from J. B. Larrazolo, Guardian of Clarence Giron, a minor, in the East half ( $E\frac{1}{2}$ ) of Section 33, and the Northwest quarter of the Southwest quarter ( $NW\frac{1}{4}SW\frac{1}{4}$ ) of Section 34, Township 32 South, Range 7 East, New Mexico Principal Meridian, Bureau of Reclamation survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendor was in actual, sole and exclusive possession of the land as guardian of said minor, and said minor claimed to be the owner thereof, and no person claiming a right in such land adverse to the said minor is in possession of any part of it.

  
Assistant Engineer.

El Paso, Texas, January 19, 1924.

a curve of three hundred thirty-six and forty-eight hundredths (336.48) foot radius a distance of four hundred sixty-two and ninety-six hundredths (462.96) feet, measured on the arc; thence North twenty (20) degrees twenty-one (21) minutes East six hundred thirty-seven and twenty-two hundredths (637.22) feet to the Northerly property line of land of the Vendor; thence along last said property line South seventy-five (75) degrees no (00) minutes East one hundred thirteen and fifty-three hundredths (113.53) feet to a point from which the Northeast corner of said Section thirty-three (33) bears North eighteen (18) degrees thirty-two (32) minutes East one thousand eight hundred fifty-five and thirty-eight hundredths (1855.38) feet; thence South thirty-three (33) degrees forty-six (46) minutes West one hundred sixty-five and thirty-hundredths (165.30) feet; thence South fifteen (15) degrees thirty (30) minutes West two hundred forty-five and eighty-hundredths (245.80) feet; thence South ten (10) degrees no (00) minutes West twenty-five and twenty-nine hundredths (25.29) feet; thence South twenty (20) degrees twenty-one (21) minutes West two hundred seventeen and twenty-two hundredths (217.22) feet; thence along a two hundred thirty-six and forty-eight hundredths (236.48) foot radius curve a distance of one hundred eighty-seven and thirty-one hundredths (187.31) feet, measured on the arc, to a point, the tangent to the curve at said point bearing South twenty-five (25) degrees two (02) minutes East; thence South ten (10) degrees no (00) minutes West one hundred twenty-four and forty-four hundredths (124.44) feet; thence South seventy-seven (77) degrees no (00) minutes East two hundred forty-one and twenty-two hundredths (241.22) feet; thence South fifty-eight (58) degrees twenty-nine (29) minutes East nine hundred eighty-five and forty-hundredths (985.40) feet to a point on the Northwesterly right of way line of the El Paso Valley Middle Drain; thence along said Northwesterly right of way line South twenty-six (26) degrees nine (09) minutes West sixty-two and twenty-hundredths (62.20) feet to the point of beginning; said tract of land containing three and ninety-three hundredths (3.93) acres, more or less.