

780

AVAIOS, TEOFILIO, et. al.

CONTRACT FOR SALE (Unrecorded)

104 JUAN DE HERRERA LATERAL

0023 - 0074 - 0003 - 00

APRIL 1922  
FEB 1940

7-(3) Texas

780

662

DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation

El Paso, Texas March 19, 1940

From Superintendent

To District Counsel

Subject: Acquisition of land utilized for drains - Deed under contract dated December 20, 1929, <sup>and contract of August 30, 1935</sup> between the Elephant Butte Irrigation District and the United States - Rio Grande Project.

1. For your consideration, there is transmitted herewith, deed dated Feb. 27, 1940 19\_\_\_\_, from H. D. Askew conveying 1.4 acres of land in Sec. 1 Twp. 26 S, Range 2 E Dona Ana County, Plat No. 1532, Right of Way Plat No. 2 Greene Spur Drain, together with certificate of officials of the Elephant Butte Irrigation District dated March 14, 1940, 19\_\_\_\_, under the provisions of contract dated December 20, 1929, between said District and the United States.

L. R. Flock

Superintendent

To Superintendent

El Paso, Texas MAR 27 1940

The above described deed appears on its face to be in satisfactory form and to be properly executed. The certificate of the officials of the Elephant Butte Irrigation District as to title is properly executed and based thereon, in accordance with the provisions of the above mentioned contract, the deed and certificate are approved as to form and legal sufficiency and the deed may be recorded and the original thereof transmitted to the Washington office in the usual manner and credit may be extended to the District in the amount stated in said certificate in accordance with provisions of the above mentioned contract.

H. J. S. Devries

District Counsel

To the Commissioner

El Paso, Texas OCT 29 1940

The deed above described has been accepted and recorded. The original executed deed and certificate are transmitted herewith to the Washington office for filing.

L. R. Flock

Superintendent

cc- Chief Engineer  
with enclosure

Certificate as to Title.

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

A tract of land containing 0.33 acre, more or less, in the south half of the southeast quarter sec. 16, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in the Ysleta Grant, El Paso County, Texas, and more particularly described in agreement with Teofilo Avalos et al. dated April 13, 1922:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, holding as their separate property, having acquired the land by descent, and being all of the heirs entitled to the same, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

El Paso, Texas,  
April 13, 1922.

C F HARVEY

Clerk.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 13, 1922, with Teofilo Avalos et al., is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Juan d' Herrera lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$66.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,  
April 13, 1922.

L. M. LAWSON

Project Manager.

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, April 13, 1922.

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 Teofilo Avalos et al., in the south half of the southeast quarter sec. 16, T. 51 S., R. 6 E., United States Reclamation Service survey, being also in the Ysleta Grant, 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.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

**Rio Grande Project** **El Paso Texas** **April 13 1922**  
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated **April 13 1922**

With **Teofilo Avalos et al.**

Estimated amount involved, \$ **66.00**

Authority No. **50-2**

Accompanied by bond and **copies.**

or Clearing Acct.

(Insert "Yes" or "No" bond)

**No bond.**

Purpose: **Payment for improvements on 0.33 acres of land stock-**  
**subscribed with Irrigation District, El Paso Valley.**

Most of this small tract was improved with garden truck when the canal was built, and \$200 per acre was allowed in payment.

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:

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

**L M LAWSON**

(Signature)

**El Paso, Texas, April 13 1922**

(Place)

(Date)

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

on **April 15 1922**

**Asst** District Counsel,

Inclosures as follows returned to Project Manager:

- Orig. and 3 copies contract.
- Orig. and 1 copy certificate of recommendation.
- Orig. and 1 copy possessory certificate.
- Orig. and 1 copy f.l.t.
- Orig. and 1 copy certificate as to title.
- 2 blueprints.

and fifty-six hundredths (414.56) feet, based on one hundred (100) foot chords; thence south eighty-nine (89) degrees thirty-seven (37) minutes west four hundred sixty-three and seven-tenths (463.7) feet to a point from which the southeast corner of said section sixteen (16) bears south seventy-four (74) degrees thirty-one (31) minutes east one thousand five hundred twelve and forty-two hundredths (1512.42) feet; thence north eighty (80) degrees nine (9) minutes thirty (30) seconds east one hundred eighty-two and forty-eight (182.48) feet; thence north eighty-nine (89) degrees thirty-seven (37) minutes east two hundred eighty-three and seven-tenths (283.7) feet; thence to the right along a eight hundred nineteen and two-hundredths (819.02) foot radius curve a distance of four hundred thirty and thirty-six hundredths (430.36) feet, based on one hundred (100) foot chords; thence south sixty (60) degrees three and seven-tenths (133.7) feet to a point on the said property line between the land of the Vendor and F. Provencio; thence along the last named property line south nine (9) degrees twenty-four (24) minutes thirty (30) seconds west thirty-two (32) feet to the point of beginning; said tract of land containing sixty-four hundredths (0.64) acre, more or less, thirty-one hundredths (0.31) acre of which is occupied by the old ditch and is the property of the United States, and the balance, or thirty-three hundredths (0.33) acre, being the land hereinafter granted and confirmed unto the United States.

3. The Vendors, 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 sixty-six 00/100 (\$66.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of the said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor s hereby ratify and confirm 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 s 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

page 3.

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 exami-



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 he 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.

10 Vendor

The ~~contractor~~ 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~~ 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.

~~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 LARSON  
Project Manager, U. S. R. S.

Witnesses to mark of  
Adrian Avalos:

Geo W Hoadley

C F Harvey

Both of El Paso, Texas.

Teofilo Avalos

*Contractor.*

Isaac Avalos

Adrian Avalos His X Mark

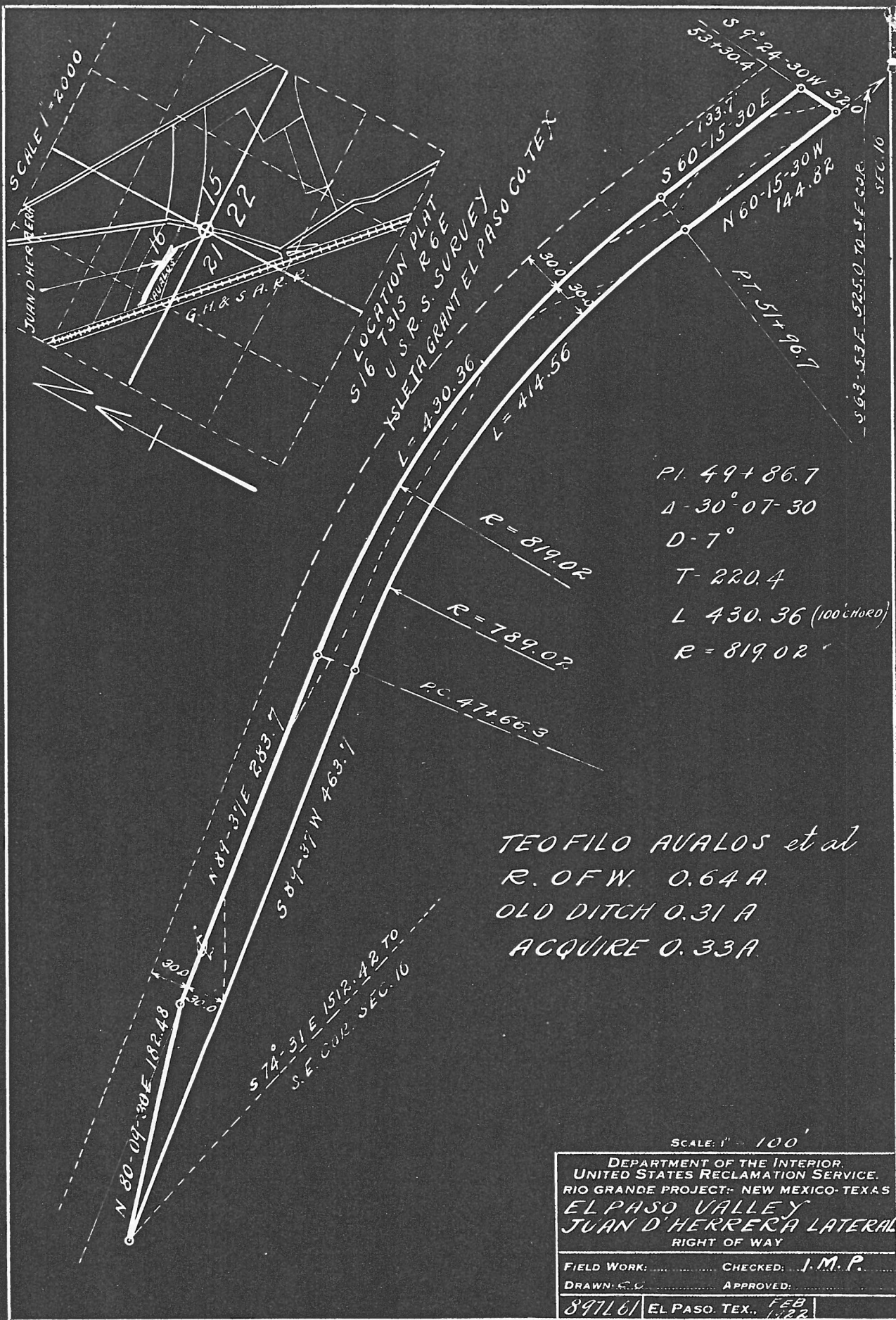
\*Box

P. O. Address Route 1,  
El Paso, 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.



PI 49+86.7  
 $\Delta$  30° 07' 30"  
 D-7°  
 T-220.4  
 L 430.36 (100' chord)  
 R = 819.02

TEOFILO AVALOS et al  
 R. OF W. 0.64 A.  
 OLD DITCH 0.31 A  
 ACQUIRE 0.33 A.

SCALE: 1" = 100'  
 DEPARTMENT OF THE INTERIOR,  
 UNITED STATES RECLAMATION SERVICE,  
 RIO GRANDE PROJECT- NEW MEXICO- TEXAS  
 EL PASO VALLEY  
 JUAN D'HERRERA LATERAL  
 RIGHT OF WAY  
 FIELD WORK: ..... CHECKED: J.M.P.  
 DRAWN: C.V. APPROVED: .....  
 897261 EL PASO, TEX., FEB 1922